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CURRENT TOPICS.

ALTHOUGH NO formal announcement has yet appeared on the subject, it is believed that the company winding-up business, and probably also the bankruptcy business, of the High Court will be transferred, before the commencement of the Hilary Sittings, to BUCKLEY and BYRNE, JJ. We understand it has been arranged that the new court shall be open to all the leaders of any court in the Chancery Division.

IN A RECENT action for libel the jury found for the plaintiff and fixed the damages at a very considerable figure. On a subsequent day an application was made, on behalf of the defendants, for a stay of execution, with a view of applying for a new trial, and two grounds were put forward. The first was that the damages were excessive; the second was that one of the jury had made an affidavit that he had not agreed with the verdict recorded. This latter is an extraordinary ground for asking for a new trial, and it is submitted that to grant a new trial on such a ground would be a very dangerous precedent. A jury give their verdict through the mouth of their foreman, and are always asked in the first instance by the officer of the court whether they have all agreed on their verdict. It is only after the foreman has answered "yes" to this question that he is allowed to state what that verdict is. Now, if any member of the jury does not agree with the rest of his fellows, surely he ought at once to interpose when the foreman says that they are all agreed. If he does so, they will be asked to again retire and give the matter some further consideration. If, however, he keeps silence, he must be taken to have tacitly admitted that he agrees with the rest, and if he continues to keep silence until the jury is discharged, he ought certainly to keep silence for ever. It is clearly improper for him on some subsequent occasion to approach the defeated party with a statement that he disagreed with the verdict, and still more improper to make an affidavit to that effect. This was evidently the view taken of the matter by the Lord Chief Justice on the recent application, and although the substance of the affidavit was mentioned, the learned judge refused to allow it to be read. It will be of some

interest to see how the Court of Appeal will treat the matter if it is brought before them as a ground for an application for a new trial.

THE EFFORTS of even so eminent a judge as JESSEL, M.R., to establish new law are not always successful. It has hitherto been possible with some confidence to quote his judgment in *Werderman* v. *Société Générale d'Electricité* (19 Ch. D. 246) as laying down the proposition that when a contract between a patentee and an assignee of the patent required that certain payments should be made by every holder of the patent, then this contract could be enforced against successive holders, at any rate so far as there were profits against which the payments were chargeable. The principle is obviously analogous to that upon which covenants sometimes run with land, but JESSEL, M.R., expressly put it upon a different footing. "What," he said, "*Spencer's case* (5 Rep. 160) and *Keppel* v. *Bailey* (2 My. & K. 517) have to do with such a case as this I cannot see. It is a part of the bargain that the patent shall be worked in a particular way and the profits be disposed of in a particular way, and no one taking with notice of that bargain can avoid the liability." But in *Bagot Pneumatic Tyre Co.* v. *Clipper Pneumatic Tyre Co.* (*Times*, 11th inst.) the Court of Appeal (VAUGHAN WILLIAMS, ROMER, and COZENS-HARDY, L.JJ.) has distinctly refused to recognize that patents are placed in this exceptionally favoured position, and VAUGHAN WILLIAMS, L.J., regarded the law relating to leaseholds as applicable. It is of course familiar that, as laid down in *Cox* v. *Bishop* (8 D. M. & G. 815), a covenant does not run with leasehold property unless there is a legal assignment, and a *fortiori*, according to the learned Lord Justice, this applies to a patent. *Werderman's case*, he said, did not support the plaintiff's contention, "for if it did it would be in direct conflict with the principles laid down in *Cox* v. *Bishop*." The remark seems to overlook the real meaning of the judgment of JESSEL, M.R., which, as we have seen, ostentatiously put on one side the analogy of covenants running with the land, and invented a new doctrine for patents, resting solely upon the equity raised by an assignee taking the patent with notice. However, the result seems to be that this new doctrine is not sound, and where, as in the present case, the patent, or licence to use it, has not been legally assigned, the holder comes under no liability by reason of the original covenant. Whether he would come under such liability if there had been a legal assignment seems to be not altogether clear.

THE EXTRAORDINARY case of *Aitken* v. *London and North-Western Railway Co.* (*Times*, 12th inst.), before DARLING, J., and a special jury this week, in which the plaintiff sued the defendant company for negligence in the custody of a mummy brought from Peru, seemed at one time to be in danger of going off upon the point that there can be no property in a dead body. That such is the ordinary rule there is no doubt, and an interesting discussion of the law upon the subject will be found in the judgment of KAY, J., in *Williams* v. *Williams* (20 Ch. D. 659), a case which arose upon the validity of a direction by a testator to a person not an executor to burn his body. The direction was carried out after the burial of the body by the executors, but it was held that the expense of £321 incurred in so doing was not recoverable from them. The law as to a dead body is that there is no ownership of it, but the executors have a right to the custody and possession of it until it is properly buried. The rule was exemplified in *Reg.* v. *Fox* (2 Q. B. 246), where a gaoler had refused to deliver up to the executors the body of a person who died while a prisoner, unless they would satisfy certain claims by the debtor. This new form of lien was rejected, and the executors' right to possession was enforced by a peremptory *mandamus*. Much information also as to the disposal of the dead is to be found in the charge of STEPHEN, J., to the jury in *Reg.* v. *Price* (12 Q. B. D. 247), where he declared the practice of cremation to be lawful, provided it was not done so as to amount to a public nuisance. But while all this is true of the body of a person who has recently died, or, though the death has not been recent, who has been buried under such circumstances that any interference with the body would be shocking to the feelings of survivors, different considerations arise in the case of a corpse which, by artificial preservation and the lapse of centuries, has passed into the state of a mummy. It has then become an object of curiosity, and from being an object of curiosity it is a short step to become also an article of commerce. It is brought down to the level of common things, and rights of property attach. The probability of any question arising as to when a dead body ceases to be a corpse and becomes a mummy is rather remote.

AT THE Stafford Assizes lately a man was indicted under section 14 of 24 & 25 Vict. c. 100 for "attempting to discharge a loaded revolver with intent to kill and murder A. B." The weapon used was a central-fire revolver and it was "loaded" in the sense that each chamber contained a cartridge, but the cartridges were pin-fire, and so the revolver could not be discharged by drawing the trigger. The prisoner had held the pistol at the head of the prosecutrix, and pulled the trigger several times, of course without result. Now there are several old cases which decided that where a firearm is so faultily loaded as not to be capable of doing harm by having the trigger pulled, a prisoner under such circumstances cannot be convicted. These cases were cited for the prisoner, but they are clearly no longer law, as section 19 of 24 & 25 Vict. c. 100 provides that any weapon loaded in the barrel with powder and any ball or shot shall be deemed to be loaded within the meaning of section 14, although the attempt to discharge may fail from want of proper priming. Neither was the accused benefited by the plea that he could not be convicted of attempting to commit an act which it was physically impossible for him to complete. This theory, once generally accepted, and authoritatively enunciated in *Reg.* v. *Collins* (L. & C. 471), dies very hard, but it must be allowed that now it is really dead. The case referred to is the well-known one in which it was held that a man who put his hand into a pocket intending to steal whatever it might contain, could not be convicted of an attempt to commit larceny as the pocket happened to be empty. This case was, however, expressly held in *R.* v. *Brown* (24 Q. B. D. 357) to be no longer law, and it does not seem to have been followed for some years. It may, therefore, be said with confidence that nowadays, wherever a person, with the intention of committing a crime, does an act directly in furtherance of that intention, he may be convicted of attempting to commit the crime, although, for some reason of which he is ignorant, it is not possible that the act can have the intended effect. No one, however, can be convicted of attempting to commit a crime unless the intention to commit a crime is present. In the recent case the jury found as a fact that the prisoner, when he presented the pistol and drew the trigger, knew that it could not be discharged. This finding clearly negatived the intention, and the judge held that the indictment could not be supported.

THE DECISION of the Court of Appeal (COLLINS, M.R., and STIRLING and MATHEW, L.JJ.) in the two cases of *Gordon* v. *London, City, and Midland Bank* and *Gordon* v. *Capital and Counties Bank* (*Times*, 10th inst.) proceeded upon what seems to be a narrow construction of section 82 of the Bills of Exchange Act, 1882, a construction, however, which gains some support from the judgment in the House of Lords in *Great Western Railway* v. *London and County Banking Co.* (50 W. R. 50; 1901, A. C. 414). The section provides that "where a banker in good faith and without negligence receives payment for a customer of a cheque crossed generally or specially to himself, and the banker has no title or a defective title thereto, the banker shall not incur any liability to the true owner by reason only of having received such payment." The section is designed to protect a bank which collects a crossed cheque in the performance of a duty imposed upon it by custom and sanctioned by statute. The drawer or holder of a cheque by crossing it can ensure that it shall be paid only to a bank, and since banks are therefore bound to collect cheques, it has been thought necessary to save them from the strict liability imposed by the common law upon any one who deals with property, including a cheque, in derogation of the title of the true owner. It seems, however, that the question whether a bank obtains the statutory protection

depends upon the mode in which it deals in its books with a cheque paid into the account of a customer. If, as in the present cases, the cheque had been stolen, and bears a forged indorsement, then the bank is safe if it abstains from entering it to the credit of the customer and waits till the cash is received from the bank on which the cheque is drawn. It then does no more than receive payment for its customer, and the section applies. But if the bank enters it at once to the credit of the customer—as is sometimes done—and lets him draw upon it, then, according to the decision of the Court of Appeal, the bank has elected to take over the cheque for itself, and the proceeds when collected are received, not for the customer, but for the bank. Hence section 82 does not apply. Some stress was laid on the fact that the cheques were indorsed also by the customer, but this is only ordinary banking practice. The case of *Great Western Railway* v. *London and County Bank* did not go so far, for there cash was paid over the counter for the cheques to a person who had no account at the bank; and the case of *Clarke* v. *London and County Bank* (45 W. R. 383; 1897, 1 Q. B. 552), though the Master of the Rolls professed to follow it, seems to proceed upon a contrary view. There the cheque was at once credited to the customer's account, which was overdrawn, and it put him in funds against which he was allowed to draw; but it was held that the section applied. The matter appears to require further elucidation.

It was announced some days ago that an action would shortly be brought against Lord Kitchener, Lord Milner, and others in authority at the Cape of Good Hope, for the arrest and deportation from that colony of Miss Emily Hobhouse. The facts which are relied upon as constituting the cause of action are that Miss Hobhouse sailed for South Africa before martial law had been proclaimed there, and that upon her arrival she was informed by an officer who came on board that she would not be allowed to land. She asked for permission to be allowed to remain a short time in Cape Town in order to recruit her strength; but this was refused, and she was ultimately removed by a party of soldiers, using no more force than was necessary, to another vessel and conveyed to England. As regards form, there appears to be no objection to the action. An action may be maintained in this country for a tort committed abroad, and it may proceed to trial if the defendant is served with process according to the Judicature Acts. With regard to the substantial part of the action we have no intention to pronounce an opinion, but we may remark that points of unusual interest may be raised. For the plaintiff it will, no doubt, be urged that, under the common law and Magna Charta, the executive have no power to summarily banish any British subject from British territories against his will; and the defendants will probably contend that, the colony having been placed under martial law in consequence of a supposed disaffection or rebellious spirit among the people, they were entitled to use such summary proceedings as they might reasonably think necessary to check and stop the rebellion, and to this extent to supersede the common law. It is scarcely necessary to say that there is little or no authority as to the precise limit of the powers of the Crown in the suppression of rebellion. In the few cases where the question has been discussed the controversy has generally been as to whether punishments ordered by military tribunals were excessive and illegal. The present case is not one of punishment for any alleged offence, but will be alleged to be one of a precautionary measure to remove a particular person who, it will be suggested, was capable of exercising a dangerous ascendency in the State.

The action in *Mostyn* v. *Fabrigas* (Cowp. 161) was, to some extent, similar. There the defendant, the English Governor of Minorca, pleaded that the plaintiff was guilty of a riot, and was endeavouring to raise a mutiny among the inhabitants of the island, whereupon the defendant, in order to preserve the peace and government of the island, was obliged to, and did, order the plaintiff to be banished from the island, and that the plaintiff was accordingly removed to Spain. But the circumstances of the present case are different. In *Mostyn* v. *Fabrigas* the plaintiff was banished from the island, his place of residence; in the present case Miss Hobhouse was merely prevented from landing in South Africa. In *Mostyn* v. *Fabrigas* it does not appear that there was any rebellion in Minorca, or that martial law had been proclaimed. It appears, too, that the defendant had acted without reasonable and probable cause, and this will scarcely be admitted by the South African authorities in the proceedings against them. They will, no doubt, contend that they were warranted in taking preventive measures for the restoration of order in the colony, and that, although it may appear to some persons that they went further than was strictly necessary, there was no greater hardship so far as the plaintiff was concerned than arises in the case of quarantine or immigration laws which are imposed by the Legislatures of different colonies. The question of reasonable and probable cause will probably, if the case is tried, be left to the jury. Whether the Legislature of this country or of the colonies will ever so far define martial law as to specify the summary proceedings which may be taken by military authorities for the suppression of riot and rebellion, we cannot even conjecture. Until this is done, our officers can only rely upon an Act of indemnity to protect them from the consequences of acts *bond fide* done by them in the supposed discharge of their duties.

MR. JUSTICE GRANTHAM ON THE CIRCUIT SYSTEM.

Mr. Justice Grantham has contributed to the current number of the *Nineteenth Century* a very readable paper on the circuit system. The immediate cause of it is the criticism upon the system contained in Sir Henry Fowler's recent presidential address at the Oxford meeting of the Incorporated Law Society, a criticism which is on the lines of strictures at various times passed upon the system in the proceedings of the society. The learned judge regards these strictures as simply the result of the ignorance of London solicitors as to the work done by judges at the assizes, and this ignorance he seeks to remove by a few facts taken from his own experience on circuit.

Before considering how these bear on the subject, it will be useful to recall what was really the gist of Sir Henry's observations. According to Mr. Justice Grantham, they fall under three heads—the waste of time over commission days; the absolute failure of the assize system and the hopelessness of any reform; and the lamentable waste of time and money involved in the system generally. Turning to the president's address, it will be found that this summary goes somewhat beyond what he really said. He quoted the judicial statistics as shewing the inconsiderable nature of the civil business transacted at many of the assize towns. "In the year 1899," he said, "no actions were entered at four of the assize towns, five causes and under were entered at twenty-four of the assize towns, and at sixteen of such towns that has been the case for the past six years"; and he made a point of the waste of time over commission days. "The number of commission days [in 1899], exclusive of those commission days on which actions or prisoners were tried, was 139, and the annual average since 1895 of these useless commission days has been 135 days per annum." In subsequent remarks he referred to the lamentable waste of time—"and that means waste of money"—which the mode of transacting civil business at the assizes involved. The system was developed when travelling was difficult and people rarely left their homes. "But those days have passed away; what was appropriate and necessary in 1800 is an absurd anachronism in 1901." At the same time Sir Henry Fowler disclaimed the idea of advocating the centralizing of the administration of justice in the metropolis. He pointed out the advantages of periodically administering both civil and criminal justice in suitable local centres by judges of the highest standing, and therefore he was not an advocate for the sweeping away of the circuit system. "That system can be preserved and strengthened and made more effective by a selection of suitable places where assizes should be periodically held, and by requiring, as far as practicable, the trial of local causes in the localities where the parties reside and where the dispute arises." In furtherance of the reform he advocated the extension of county court jurisdiction—

with the separation of mere debt collecting from genuine litigation—and of the criminal jurisdiction of quarter sessions.

It may be taken, then, that Sir HENRY FOWLER complained of the waste of time and money involved in the present circuit system, and incidentally he called attention to the particular waste of time involved in setting aside a day for the purely nominal business of opening the commission; but he by no means regarded reform as hopeless. Mr. Justice GRANTHAM rather reverses the substantial gist of the criticism and deals with the condemnation of commission days as being its chief point. He devotes several pages, therefore, to shewing that in practice this commission day is by no means wasted, but is devoted to travelling and to the necessary preparation for the business at the new assize town. "My learned friend Sir HENRY," he says, "has quite forgotten that a judge is a corporeal being and cannot travel by telegraph, and has to travel even yet, like other human beings, by railways from town to town, and that is what this commission day is. It is really the travelling day. And to avoid waste of time these idle, lazy judges"—the paper is written in a vein of pleasant humour—"after often long railway journeys from one town to another, always opened the commissions after they had arrived at their destination from the last assize town. Over and over again this was done at eight and nine at night, and on one occasion I remember it being done at Hertford a few minutes before 12 p.m., as the judges could not arrive before." In fact, as Mr. Justice GRANTHAM shews, the assize work often encroaches on the commission day and the judge misses what is a necessary interval. "From my personal experience, I am sorry to say, exigencies of work on circuit are constantly putting judges to the greatest possible inconvenience by their not being able to get the whole of this day to travel and do extra work in."

We need not follow Mr. Justice GRANTHAM further into the somewhat minute details which he gives as to judicial life on circuit. The wasted commission days are, after all, not the chief ground of complaint against the circuit system, though it may be noticed that if there were fewer assize towns there would be a saving of travelling days. No one is more competent than the learned judge to speak on such a matter, and while the setting apart of a day for opening the commission seems to most people superfluous, yet if the day is actually required for the due conduct of assize business, it must of course be retained. Mr. Justice GRANTHAM is perhaps at his best when fulfilling the important duty of administering criminal justice at the assizes, and his opinion on anything affecting that jurisdiction is entitled to great respect. But when we pass to the main part of the argument—the necessity of restricting civil business to a smaller number of places—his paper is perhaps not quite so convincing. The case is hardly to be met by particular instances of actions tried well and economically on circuit, and other actions from the country tried at great length and expense in London. Mr. Justice GRANTHAM has an amusing story of a Chancery judge who once confided to him at lunch that he had been for nine days trying a right of way case from Northumberland, and had only got to the end of the plaintiff's case. Of course the common law judge would have finished the whole matter in two or three days on circuit, and his brother of the Chancery Division, when remonstrated with on the length at which the witnesses were heard, is said to have replied: "Well, but they have been brought to London, and it's a pity not to let them give their evidence; and I must be sitting somewhere, so why should I not let them be called?" The story is good enough, but before letting it do more than excite a smile, it would be well to have the Chancery judge's own version.

Perhaps we may be permitted to say, with respect, that this is not the sort of thing with which to enlighten the "uneducated and ignorant" people who call for a change in the circuit system—uneducated and ignorant, as Mr. Justice GRANTHAM explains, on this particular subject. Nor, perhaps, are the generally admitted defects of the system to be glossed over by the amusing style in which he taxes London solicitors with their want of acquaintance with matters on which they report. The learned judge should hardly require to be reminded that these defects have been recognized by so distinguished a body as the Council of Judges. The report issued by the council in 1892 specifically recommended that the civil causes then tried in forty places should be tried in the eighteen larger places named in the resolutions attached to the report, power being reserved to order under special circumstances a cause to be tried at any town to which only a criminal judge went. Considering that the argument of Mr. Justice GRANTHAM's paper is mainly based on the assumed ignorance of London solicitors, it is really sufficient to meet it with this reference. The demands of the Incorporated Law Society only back up the requirements in the way of reform which the judges have declared to be necessary. Upon the whole it would seem to be enough to leave the learned judge to the mercies of his brethren when next they meet in council, but our regard for him makes us hope that the unnamed "Chancery judge" of the right of way case will not be there.

THE NATURE OF FREEBOARD LAND.

IT occasionally happens that the legal practitioner, in the course of examining a title, finds that a narrow strip of land, forming part of the property, is referred to in some of the documents as "freeboard," and he may not be a little puzzled to know what may be the consequent rights and liabilities of the owner with respect to it. If his investigations should lead him to refer to such an ancient and generally accepted work as the *Termes de la ley*, and the strip should be more than two feet and a half in width, he will only be more puzzled than ever, for the learned author of that book defines freeboard as "in some Places the Right of claiming a certain Quantity of land beyond or without the Fence containing about two Foot and a Half," and gives for his authority Monasticon Anglicanum, Tom. ii, p. 141. Fortunately, a reference to that authority shews that the term is capable of a wider meaning, for the passage relied on (which is *et totum boscum quod vocatur Brendewoode cum frankbordo duorum pedum et dimidium per circuitum illius bosci*) obviously only means that, in the particular case of the bosc, or wood, or forest of Brendwood, the freeboard was one of two and a half feet in width. This, of course, is not inconsistent with the freeboard being of a greater or less width elsewhere, and it may probably be defined, with sufficient accuracy, either as a certain limited quantity of land, of a width determined by local custom, varying in different places, lying outside the fence of a manor park, forest, or other estate, or sometimes, but less accurately, as the mere right of claiming the use of such a width of land.

It will, accordingly, be found, as might have been expected, that the width of these strips of land varies largely in different localities. It does not appear anywhere to be less than two feet and a half, but a much larger width has frequently been claimed. Thus, in Sussex there are several estates which were formerly parks, but have now for many years been broken up and cultivated, and the proprietors of these old parks claim a space extending eight feet and six inches in width on the outside of the boundary fence. In one manor the claim is for a width of sixteen feet and a half, and it is said that the records of this manor shew that this has always been claimed and enforced. In some manors, again, the quantity of ground claimed is thirty feet in width from the set of the hedge. The right is known to be asserted for more than one estate in the Midlands; twelve feet have been claimed in Warwickshire, and in some instances in Leicestershire the claim extends from the boundary hedge of one lordship to the extent of twenty-one feet over the land adjoining. In one case it is said that as much as sixty-six feet was claimed. The records of Richmond Park have been considered to shew a freeboard of sixteen feet and a half outside the boundary wall, but it is believed proceedings in which this right was recently attempted to be asserted resulted in a compromise. References have also been found to an instance where, on the occasion of the inclosure of some land in Leicestershire, under an Act of Parliament, about one hundred years ago, the proprietor of an adjoining lordship claimed an allotment in lieu of any "freeboard, screed, or parcel of land outside the fences," but it is not known whether the claim was successful. There is also a freeboard in Buckinghamshire, on

one side of which is the property of the Duke of Bedford, and on the other side is the property of another owner. It is about twenty feet wide, and over a mile in length, and seems to be a sort of occupation road, having a hedge or ditch on the Duke of Bedford's side, but nothing on the other side except that the edge of it is a little raised. A singularly complete specimen of freeboard was shewn on the sale plan of an estate near Leicester, which was first broken up for sale in lots some sixty years ago. The estate lay in a ring fence, and had a freeboard of twenty-one feet extending round the entire circuit, which had always been held and conveyed in fee along with the land inside the fence; and there were frequent gates and openings in the fence so as to give access to the freeboard land.

The origin of the right or claim of freeboard appears to be involved in no little obscurity. The fact that considerably more than a width of two feet and a half is known to be claimed seems to dispose of any theory of analogy to the well-known presumption of law which, in the case of a hedge and adjoining ditch, gives the ownership of the ditch to the owner of the hedge. That it was based on a right of free warren under express grant so that an outside space might be reserved for preserving the game generally; that the space in question represented the extent of a deer's leap, and was given to the lord of the manor to secure to him a right to take the deer he happened to shoot in the act of leaping from the enclosing fence of his own domain towards his neighbour's land; that it was merely a space left outside the boundary to enable a proprietor to repair his fences without trespassing on his neighbour's lands—all these have been suggested as origins. Whichever, if any, of these may in any particular case have been originally applicable, it may probably safely be considered that the strip of freeboard at the present day in any particular instance, is, to all intents and purposes, in the absence of special circumstances, held along with the land outside the fence of which it lies, and by the same title, and of the same tenure; and that there are not any restrictive obligations *primâ facie* attached to it by reason of its being technically freeboard.

Freeboard is, in fact, rather of the nature of a claim to, and ownership of, soil than only a mere right of user, and in practice its assurance is effected, not by way of grant or conveyance of an easement in the land, but by an actual conveyance of the soil itself. It is thus not an instance of title to, or ownership of, soil arising by presumption, as in the case of a moiety of the soil of a highway, or of the bed of a stream, or of a strip of land left to protect and secure the occupation of an enclosed piece of ground, where the soil as to which the title arises passes by a conveyance of the adjoining land; and there is not accordingly, in the case of freeboard, any liability to have such a presumption rebutted by proofs of ordinary acts of ownership by the neighbouring owner. The principle of the legal presumption as to the ownership of the soil of a highway is founded on a reasonable probability as to the intention of adjoining owners, and establishes a convenient rule. It is presumed that those who were seised of the neighbouring land devoted the surface of their soil to the public in order to confer a common benefit on all persons desirous of using the highway, without however parting with the ownership of the soil itself, and such a presumption may be rebutted in any of the ordinary ways, and a title may be thus acquired by adverse possession under the Statutes of Limitation. In the case, however, of freeboard land, acts of ploughing, cultivation, depasturing, and the like, which might be amply sufficient to rebut such a presumption as that above mentioned, would not be enough to render the Statutes of Limitation applicable, inasmuch as such acts would not necessarily, or at all, be adverse to or inconsistent with the possession of the owner of the freeboard, as such. It might be otherwise if the neighbouring owner put any building on the *locus in quo*, or otherwise actually excluded the freeboard owner from any possibility of entry, and thus took possession, but it seems clear that no act of mere user short of this would suffice. The freeboard owner would still retain possession of the land for all his estate therein, and such acts of user, as they would not interfere with the freeboard ownership, would not amount to a "dispossession" of him, or be evidence of "discontinuance of possession" by him, within the meaning of the Statutes of Limitation.

REPORTS OF PROCEEDINGS IN COURTS OF JUSTICE.

In a libel action recently tried before Lawrance, J., the withdrawal of the record prevented the discussion of a point of great interest and importance to newspaper proprietors. The action arose out of the proceedings at a coroner's inquest upon the death of a woman who had been accidentally killed in a London street. A witness at the inquest began a statement, as to alleged events of years past, which was defamatory of the plaintiff and absolutely irrelevant to the cause of the woman's death. The coroner, apparently, tried to stop the witness on the grounds of irrelevancy, and ordered him out of the box. The witness, however, persisted in his statements and had finally to be removed by force. Nevertheless, the statement of this witness appeared in the defendant's newspaper and formed the subject of the action for libel.

Now, the law as to the privilege protecting the reports of proceedings in courts of justice has gone through remarkable modifications of late years. Thus, at one time it was held that the most fair and accurate reports of *ex parte* proceedings were not privileged, even though the proceedings were in the superior courts. Now, however, it is finally established by *Usill* v. *Hales* (26 W. R. 371, 3 C. P. D. 319) that *bonâ fide* and accurate reports of *ex parte* proceedings in any court are privileged. In that case an application had been made at a metropolitan police-court for a summons against the plaintiff, who was said by the applicants to be wrongfully withholding certain money from them. The magistrate, having heard the statement of the applicants, decided that he had no jurisdiction in the matter and declined to issue a summons, advising them to proceed by action. An absolutely accurate account of what happened appeared in several newspapers, and the plaintiff brought several actions for libel, the statement of the applicants being clearly defamatory of him. In giving judgment on a motion for a new trial, Lord Coleridge, C.J., commented upon some of the older cases which were in the plaintiff's favour, and added, "but we are not now living, so to say, within the shadow of those cases." He then went on to shew how, under an elastic system of unwritten law, the law of libel had been gradually developed in adaptation to the varying demands of modern society. The learned judge also expressly referred to coroner's inquests, which in earlier cases had been specifically excluded from the privilege claimed, and gave it as his opinion that honest and accurate reports of the proceedings even in a coroner's court were protected. In *Kimber* v. *The Press Association* (1893, 1 Q. B. 65) it was held by the Court of Appeal that a *bonâ fide* and accurate report of an *ex parte* application to a court of summary jurisdiction for a summons for perjury was privileged. In *Ryalls* v. *Leader* (14 W. R. 838, L. R. 1 Ex. 300) a witness in bankruptcy proceedings had given evidence said to be irrelevant, and a report of this evidence was made the ground of an action for libel by a person injuriously affected by it. Bramwell, B., said: "It seems to me that, in the same manner as those who are present in a court of justice may hear with their ears everything that passes in the course of the proceedings there, so may those who are absent, the rest of the public in general, read the report of such proceedings in the newspapers."

It seems, therefore, that, apart from statutes, the law was well established before 1888 that a fair and accurate report of the proceedings in any court of justice was privileged. And, as stated by Mr. Blake Odgers in his well-known work, probably no change has been made in the law by the Law of Libel Amendment Act, 1888, when it provides that, "a fair and accurate report in any newspaper of proceedings publicly heard before any court exercising judicial authority shall, if published contemporaneously with such proceedings, be privileged." The Act does, however, declare the law as far as it concerns newspapers. As to irrelevant evidence, the author just mentioned says that, "it is the duty of the judge to exclude irrelevant evidence; if therefore such evidence be given in court and appear in the report, this is not the fault of the reporter." This is no doubt sound, for it would be absurd to make privilege depend on a legal question as to whether certain evidence was or was not relevant to a certain issue. Where evidence is admitted, therefore, even if it be irrelevant, the reporter is protected. But suppose the judge does not receive the evidence, but states

plainly that it is irrelevant—then, it is submitted, the reporter would run considerable risk if he published defamatory matter which the judge had excluded. In that case, if the report were absolutely accurate, and the words of the judge excluding the evidence truthfully reported, still the account could hardly be said to be fair. Where a witness maliciously makes a statement which is absolutely irrelevant, with the intention of injuring another, and where the judge there and then rejects the statement and decides that it is irrelevant, it would be furthering the malicious intent, and most unfair to the person aimed at, to publish the defamatory matter, even coupled with the judge's remarks. In such circumstances, it is submitted, there would be no privilege. But if such statements were published, omitting the fact that the judge had refused to accept the evidence, it seems clear that the report would neither be fair nor accurate, and, consequently, there could be no privilege. The case for privilege is, however, made worse when the defamatory statements were made by the witness after the judge had tried to stop him and ordered him out of the box, as in the recent case. In these circumstances, probably the witness is himself outside the law as to privilege. He is no longer justified in saying anything when he has been ordered to leave the box, and it cannot be within the privilege of the reporter to publish statements made by the witness in defiance of the judge. In fact, to do so would be almost as unjustifiable as to publish something shouted out by a person amongst the audience in the gallery of the court.

Even when a report is fair and accurate, there is a case in which it may not be privileged. That is, where the court has, pending the result of a case, forbidden the publication of the evidence given. This power was often exercised by the courts at one time, but in recent years such prohibition has been very rare. Probably the Act of 1888 has not taken away this power, which it might obviously be desirable to exercise in some cases, in the interests of justice. This is not certain, however, for it is arguable that the word "contemporaneously" in the statute authorizes the publication of reports of the proceedings as the trial goes on, and before its conclusion.

REVIEWS.

CHANCERY PRACTICE.

THE PRACTICE OF THE CHANCERY DIVISION OF THE HIGH COURT OF JUSTICE, AND ON APPEAL THEREFROM. BEING THE SEVENTH EDITION OF DANIELL'S CHANCERY PRACTICE. WITH REFERENCES TO THE COMPANION VOLUME OF FORMS. By CECIL C. M. DALE, CHARLES W. GREENWOOD, SYDNEY E. WILLIAMS, Barristers-at-Law, and FRANCIS A. STRINGER, of the Central Office. IN TWO VOLUMES. Stevens & Sons (Limited).

We noticed recently (*ante*, p. 8) the new edition of Daniell's Chancery Forms which preceded by two or three weeks the publication of the corresponding edition of the Chancery Practice. The two volumes of the latter work are now before us, and the entire set of three volumes furnishes a comprehensive and practical guide to the procedure of the Chancery Division of the High Court. There may occasionally, indeed, be a question whether the work does not extend beyond the domain of Chancery practice. The statement, for instance, at p. 306, of the procedure upon default of appearance in actions for detention of goods or for pecuniary damages is open to this objection. And generally it might be wished that Chancery practice could be expounded more compendiously. But litigious procedure, notwithstanding all the improvements which have been made, cannot fail to involve matters of complexity, and the very bulk of the present work, with its minute attention to detail, some instances of which are referred to subsequently, will make the way of the practitioner all the easier when he consults it.

The greater part of Volume I. is occupied with the proceedings in an action in the Chancery Division, and these are traced in due order from the commencement to judgment, and the modes in which the judgment is executed. The volume also contains a lengthy chapter on proceedings in judge's chambers, including the administration of estates and trusts on summons; and chapters on the further consideration of actions, on costs and their taxation, and on appeals, including appeals to the House of Lords. The second volume deals with the proceedings in particular actions, such as partition, specific performance, &c., and includes chapters on motions and petitions, on injunctions and receivers, on dealings with funds in court, and on solicitors. A considerable part of the volume is taken up with the statutory jurisdiction of the court, the Acts of Parliament which have to be considered in this connection being, as is well known, very numerous. In dealing with all this matter the task of the editors has been very severe, and we have pleasure in congratulating them on the manner in which it has been performed, and we congratulate the publishers also on the general style of the publication. The reported cases are stated to include those for last September, and as an instance of the care with which the noting up has been done we may instance the reference at p. 1315 to *Yapp* v. *Williams* (W. N. 1901. p. 91) which settles that a motion may be "saved" at any time before the rising of the court, and not, as has been thought, only up to the "closing of the seal"—*i.e.*, the finishing of the motions. We do not find, however, in the passage on attachment of a trustee for default in paying money into court (p. 706) any reference to the important judgment of Joyce, J., in *Re Fewster* (1901, 1 Ch. 447), according to which a finding by the master's certificate that a trustee has received certain moneys does not sufficiently trace them into his hands to justify attachment.

At numerous places the value of the book is increased by detailed statements on points of law which are incidental to procedure. In dealing with defences, for instance, the effect of the various Statutes of Limitation is carefully considered (pp. 398, &c.), as well as the extent to which the statute can be pleaded in creditors' actions, and the influence of fraud in excluding the statute; and in the chapter on execution full information will be found as to the effect of the various writs, and in particular the successive enactments under which the charge upon land created by an *elegit* has been developed. The chapter on injunctions introduces, by way of illustration, references to many different branches of law—covenants, for instance, against carrying on trades, and covenants between lessor and lessee; and though the bulk of the book is thereby increased, yet the practitioner is able to turn readily to the exact point he wants for immediate use. Practical utility has also been consulted in the section (pp. 1706, &c.) on delivery and taxation of bills of costs, where the statute and case law and the practice on the subject are fully set out. The work has frequent cross-references to the companion editions of the Forms and "Seton," and is an accurate and exhaustive store of the information required for conducting proceedings in the Chancery Division.

BUILDERS AND BUILDINGS.

A DIGEST OF CASES RELATING TO THE CONSTRUCTION OF BUILDINGS, THE LIABILITY AND RIGHTS OF ARCHITECTS, SURVEYORS, AND BUILDERS IN RELATION THERETO. WITH NOTES; AND AN APPENDIX CONTAINING FORMS OF PLEADINGS, BUILDING AGREEMENTS AND LEASES, AND CONDITIONS OF CONTRACTS, AND REPORTS OF CASES. By EDWARD STANLEY ROSCOE, Barrister-at-Law. FOURTH EDITION. William Clowes & Sons (Limited).

Under successive heads—such as Architect, Builder, Certificates, Extras, Materials and Plant, Quantities, Tenders, &c.—Mr. Roscoe gives short statements of the cases which have been decided in connection with building transactions, following them up with explanatory notes. Many of the cases determine questions of great importance to architects, surveyors, and builders, such as the finality of an architect's certificate (*Stevenson* v. *Watson*, 4 C. P. D. 148) —though this case was not, as the statement of it seems to imply, between builder and building owner—the reasonableness of the custom under which the builder pays the quantity surveyor (*North* v. *Bassett*, 1892, 1 Q. B. 333), and the absence of any warranty by a person who invites tenders of the correctness of the specifications (*Thorn* v. *Mayor of London*, 1 App. Cas. 120); and it is convenient to have their effect given in this compendious form. Some reports of cases not to be found in the ordinary reports are given in an appendix, but it would have been convenient if a cross-reference had been inserted in the text. Thus *Priestly* v. *Stone* (4 Times L. R. 730), on the non-liability of the quantity surveyor to the builder for inaccurate quantities, is quoted at p. 58 without any hint that a full report is to be found at p. 166. Other useful matter is contained in the appendices, and the volume will be found useful to keep at hand for reference.

BOOKS RECEIVED.

Thatcham, Berks, and its Manors. By the late SAMUEL BARFIELD, Esq. Edited and Arranged for Publication by JAMES PARKER, M.A., F.G.S. In Two Volumes. James Parker & Co.

Statutes of Practical Utility Passed in 1901. Arranged in Alphabetical Order in Continuation of Chitty's Statutes. With Notes, Incorporated Enactments, and a Summary of the Statutes Selected. By J. M. LELY, M.A. Barrister-at-Law. Sweet & Maxwell (Limited); Stevens & Sons (Limited). Price 7s. 6d.

The Law Relating to Factories and Workshops, as Amended and Consolidated by the Factory and Workshop Act, 1901, with all

Orders, Special Rules, and Requirements now in force; and the Provisions of the Truck Acts, Elementary Education Acts, and other Statutes and Regulations so far as they Affect Factories and Workshops. By WILLIAM BOWSTEAD, Barrister-at-Law. Sweet & Maxwell (Limited).

CORRESPONDENCE.

THE LAND REGISTRY.

[*To the Editor of the Solicitors' Journal.*]

Title No. 30,958.

Sir,—We should like to correct a clerical error that occurs in the copy of the letter to the Land Registry of the 20th of November which we sent you last week. In our letter to the registry the dimensions of the land at the rear were correctly given as 44ft. 1in., not 41ft. 1in. as appeared in the copy sent you.

The question involved is whether our client is entitled in the rear to 44ft. 1in. as defined in the lease or to 40ft., the scale measurement according to the plan on the certificate.

LEGGATT, RUBINSTEIN, & Co.

5, Raymond-buildings, Gray's-inn, Dec. 10.

RECEIPTS FOR DOCUMENTS LODGED AT THE LAND REGISTRY.

[*To the Editor of the Solicitors' Journal.*]

Sir,—Having experienced difficulty with the Land Registry in obtaining receipts for documents lodged with the department for registration, we recently wrote the department upon the subject, and think it may be of interest to the profession to learn the result of our communication. We accordingly enclose copy of a letter received from the registrar.

It appears to us that solicitors run considerable risk by lodging documents without a receipt, and we have informed the registrar, in reply to his letter, that we shall avail ourselves of the opportunity afforded by his letter of asking for a receipt on every occasion on which deeds are lodged by us. WARD, BOWIE, & Co.

7, King-street, Cheapside, Dec. 10.

The following is the letter referred to:

[COPY.]

Land Registry, 34, Lincoln's-inn-fields, London, W.C.,
1 Enclosure. 4th December, 1901.

Dear Sirs,—In reply to your letter of yesterday's date, I beg to state that you were correctly informed that it was contrary to the practice of this office to give a receipt for deeds and documents lodged for registration. There is no provision in the Acts or Rules for so doing, but in some very few cases where persons lodging documents have expressed a wish for an acknowledgment, a memorandum in the enclosed form has been signed and handed to them; and a similar memorandum may be handed to you on every occasion this wish is expressed. As, however, we are entitled to have either the applicant or his solicitor before us on the occasion of a registration being applied for, and registration cannot be effected without the deposit of the necessary deeds, it seems to us quite unnecessary to give any acknowledgment of their having been lodged here. The receipt of all deeds and documents is entered in the books of this office, and when the title number referring to the registration has been given, the applicant could call for the documents relating to any particular title.—Yours faithfully, T. S. DURY, Assistant Registrar.

Messrs. Ward, Bowie, & Co.

To meet the demand for copies of the paper on "A Legislative Blight: Land Transfer and Compulsory Registration of Title," which Mr. Rubinstein read at the Oxford meeting of the Incorporated Law Society, it has been published by the Solicitors' Law Stationery Society (Limited) at the price of 6d.

Mr. C. H. Walton, one of the Masters of the King's Bench Division of the Supreme Court, has, says the *Times*, resigned his appointment after many years' service.

On Tuesday, before Mr. Justice Darling and a jury, an action was brought against a railway company for damage to a mummy, stated to be the preserved body of a woman of the Royal tribe of the Incas of Peru. It appeared that the mummy was brought to Liverpool and handed to the railway company. Somehow or other the mummy went astray, and the officials decided to open the box, which was found in London. The man who opened it went off for the coroner, who held an inquest upon it. The following verdict was returned: "That the woman was found dead at the railway goods station, Sun-street, on the 15th of April, and did die on some date unknown, in some foreign country, probably South America, from some cause unknown. No proofs of a violent death are found, and the body has been dried and buried in some foreign manner, probably sun dried and cave buried. And the jurors are satisfied that this body does not show signs of any recent crime in this country, and that the deceased was unknown and about twenty-five years of age." Counsel said that the body was probably about 400 years old.

NEW ORDERS, &c.

SUPREME COURT FUNDS RULE.

The following draft Rule is published pursuant to the Rules Publication Act:—

I, the Right Honourable Hardinge Stanley, Earl of Halsbury, Lord High Chancellor of Great Britain, with the concurrence of the Lords Commissioners of His Majesty's Treasury, do hereby, in pursuance of the powers contained in "The Supreme Court of Judicature (Funds, &c.) Act, 1883," and of every other power enabling me in that behalf, make the following Rule:—

After Rule 17 of the Supreme Court Funds Rules, 1894, the following Rule shall be added:—

17A. The Paymaster after paying such interest shall, unless the Court otherwise directs, upon the request of the Commissioners of Inland Revenue, transfer to their proper account at the Bank the amount of the Income Tax which has been so deducted in respect of interest which is not paid out of interest received by him, including interest of money on deposit or funds in his hands, representing accumulations of interest. This provision shall not apply where a certificate has been produced to the Paymaster from the Commissioners of Inland Revenue that no claim is made in respect of such Income Tax. The Paymaster may in any case, if he shall think it necessary, or shall be requested so to do by any party interested, refer the question of the amount properly payable to the Inland Revenue to the Judge in Chambers.

This Rule shall come into operation on the 11th day of January, 1902, and may be cited as "The Supreme Court Funds Rule 17A."

Copies may be obtained on application at the Lord Chancellor's Office, House of Lords, S.W.

28th November, 1901.

CASES OF THE WEEK.

Court of Appeal.

THE BAGOT PNEUMATIC TYRE CO. *v.* THE CLIPPER PNEUMATIC TYRE CO. No. 2. 10th Dec.

COMPANY—CONTRACT ON BEHALF OF AN INTENDED COMPANY—RATIFICATION—PRIVITY OF CONTRACT—NEW CONTRACT—RIGHT OF ACTION.

This was an appeal from the decision of Kekewich, J. (reported 49 W. R. 265; 1901, 1 Ch. 196). The action was brought to have it declared that the defendants were acting in breach of an agreement which they had adopted, and plaintiffs claimed a trading account and various declarations as to the rights of the parties. The plaintiff company was incorporated in October, 1896, and on the 3rd of March, 1897, entered into an agreement with one Phelps to grant to him, or to a company in course of formation by him, an exclusive licence to use certain patents belonging to the plaintiffs. The consideration for this grant was that, after setting aside each year a cumulative preferential dividend equal to £8 per cent. on the capital (£150,000) of the proposed company, that company should pay to the plaintiffs in each year out of their remaining profits available for dividend a sum equal to £8 per cent. upon a fixed capital of £150,000, and the plaintiffs were to receive a further sum equal to one half of the balance (if any) of the net profits of such company available for dividend in each year. On the 5th of March, 1897, Phelps entered into an agreement with E. Piercy to sell to him on behalf of the intended company the said agreement and exclusive licence. On the 8th of March the intended company was registered under the title of the Clipper Pneumatic Tyre Co., the defendant company, and by an agreement of the 8th of April, 1897, the agreement with Piercy was adopted by the company, subject to a modification not material to be stated. Balance-sheets were issued by the defendants in 1898 shewing a profit, but no amount was placed to the reserve fund and no dividend was declared. In October, 1899, they issued a balance-sheet shewing large profits, out of which a sum was carried to the reserve fund and £3,000 was written off as depreciation and towards cost of licences and contracts. About the same time the defendants wrote the plaintiffs that their future policy would be to provide out of profits for depreciation and cost of licences and contracts. The plaintiffs thereupon brought the present action. Kekewich, J., held, following *Re Northumberland Avenue Hotel Co.* (33 Ch. D. 16), that there was no privity of contract between the plaintiffs and defendants, and that no contract between them could be inferred from the facts of the case, and that therefore the plaintiff company had no right of action. The plaintiffs appealed.

THE COURT (VAUGHAN WILLIAMS, ROMER, and COZENS-HARDY, L.JJ.) dismissed the appeal. The main question raised was whether there was a direct contract between the plaintiffs and defendants or such privity of contract as enabled the former to sue the latter. There was also the question whether there were any profits available for payment of any sum to the plaintiffs which had not been paid. Dealing with the first point, and looking at it merely as a question of law, there was no doubt that there was no direct contract. But it was suggested that there might be a new contract entered into by implication on the same basis as that of the 3rd of March. But in the first place the statement of claim neither

alleged or suggested any such contract, nor was there any evidence of any such contract. Then it was suggested that though the defendants might not be liable at law, yet they were liable in equity because they had the benefit of the licence, and that made them in equity directly answerable to the plaintiffs. But there was no law justifying such a proposition. The principle laid down in *Cox* v. *Bishop* (8 De G. M. & G. 815) applied to the present case. If that principle had been rightly applied in the case of an equitable assignee of a lease, *a fortiori* it must apply in the case where that taken possession of was not land but personalty. The case of *Werderman* v. *Société Générale, &c.* (19 Ch. D. 246), did not support the plaintiffs' contention. If it did it would be in direct conflict with *Cox* v. *Bishop*. There was no ground whatever for saying there was any privity of contract. With regard to the question of profits it was conceded that at the time of bringing the action there was no sum payable to the plaintiffs which had not been paid. Therefore, quite apart from the question of privity of contract, this action would have failed as being premature at the moment it was brought. The appeal, therefore, must be dismissed with costs.—COUNSEL, *Haldane*, K.C., *Warrington*, K.C., and *E. F. Spence*; *Neville*, K.C., and *Sargant*. SOLICITORS, *Capel-Cure & Ball*; *Beale & Co.*

[Reported by S. E. WILLIAMS, Barrister-at-Law.]

Re **GRIFFIN. GRIFFIN** *v.* **GRIFFIN.** No. 2. 4th Dec.

FRIENDLY SOCIETY—POLICY—ASSIGNMENT—POLICY UNDER £50—NOMINATION—FRIENDLY SOCIETIES ACT, 1875 (38 & 39 VICT. c. 60), s. 15 (3).

This was an appeal from a decision of Joyce, J. The question raised is one of great importance to friendly societies and their members—viz., whether a policy of assurance effected by a member on his own life is legally assignable by him in any other manner than by a "nomination," under the provisions of the Friendly Societies Acts. Joyce, J., without expressing any opinion of his own, but following the previous decision of Kekewich, J., in *Re Redman* (50 W. R. 19; 1901, 2 Ch. 471), in which that learned judge followed a prior decision of Phillimore, J., in *Caddick* v. *Highton* (47 W. R. 668; 1901, 2 Ch. 476), held that such a policy is not assignable otherwise than by means of nomination. In the present case a deceased member of the Royal Liver Friendly Society, which is governed by the Friendly Societies Act of 1875, had in his lifetime assigned his policy, which insured the sum of £30, to the plaintiff, and he claimed payment of the amount, which was also claimed by the widow of the deceased, who is his administratrix. The deceased had not made any "nomination" under the Act. The plaintiff applied for the appointment of a receiver of the policy money. Joyce, J., refused the application, on the ground already stated. The plaintiff appealed. By section 15 of the Friendly Societies Act, 1875: "(3) A member of a society (other than a benevolent society or working men's club), not being under the age of sixteen years, may, by writing under his hand delivered at or sent to the registered office of the society, nominate any person, not being an officer or servant of the society, to whom any moneys payable by the society on the death of such member, not exceeding £50, shall be paid at his decease, and may from time to time revoke or vary such nomination by a writing under his hand similarly delivered or sent; and on receiving satisfactory proof of the death of a nominator, the society shall pay to the nominee the amount due to the deceased member, not exceeding the sum aforesaid." "(4) If any member of a society, entitled from the funds thereof to a sum not exceeding £50, dies intestate and without having made any nomination under this Act which remains unrevoked at his death, such sum shall be payable, without letters of administration, to the person who appears to a majority of the trustees, upon such evidence as they may deem satisfactory, to be entitled by law to receive the same."

THE COURT (VAUGHAN WILLIAMS, ROMER, and COZENS-HARDY, L.JJ.) allowed the appeal.

VAUGHAN WILLIAMS, L.J.—I have come to the conclusion that a policy of assurance issued by a friendly society governed by the Friendly Societies Act, 1875, is assignable. *Primâ facie* a policy is a sum of money payable to the member of the society who has taken out the policy, or his personal representatives, by virtue of the contract entered into. No one would deny that *primâ facie* such a sum of money is part of the property or estate of the assured member. The court has to find something in the Act or in the rules of the society which prevent this particular property from having the ordinary incidents of property. It is admitted that there is nothing express either in the Act or in the rules which prevents the moneys payable under this policy or the policy itself from being assigned. If therefore the policy is not assignable, it must be by virtue of some necessary implication arising under the Act or the rules. I do not propose to go through all the legislation on the subject of friendly societies prior to the Act of 1875, or to deal with the arguments based on the presence of words in this Act which seem to recognize the rights of persons not members claiming through members. I think it is more satisfactory to decide this case on the interpretation of the Act of 1875 and the rules. There has been brought forward in this case but one section of the Act from which it could be argued that the Act takes away by implication the power of assigning a policy issued by the society, and that is section 15 (3). It is said that the inference to be drawn from that section is that the Legislature intended that the power of nomination should be the only mode of alienation of a policy issued by the society under the statute. For myself I think we are not bound, and ought not, to draw any such conclusion. I would point out first that sub-section 3 is intended not to give the policy-holder a power of alienation, but to confer on him a testamentary power of alienation—a power to name a person to whom the money should be paid on his death. This power is by express terms revocable, but it is revocable only in the way provided by the statute. One looks to see why it is contended that this sub-section takes away the power of alienation. It is said that there is an express provision in this Act that the money shall be paid in accordance with the nomination unless the nomination has been revoked. Then it is said that, if that is so, there might, if there could be other modes of alienation, be outside the nomination an assignment—possibly an assignment for value—and, having regard to the imperative words of sub-section 3, the effect might be to put the nominator in such a position that he could revoke the prior assignment for value and defeat the claim of the assignee. It is not likely that the Legislature meant to put the nominator or his assignee for value in such a position. But the question what might be the position of an assignee for value as against a nominee does not arise in this case, and we have not to decide it. I cannot now decide whether this hardship would or would not arise. I cannot find in this Act sufficient to make me say that by necessary implication an ordinary incident of property—its assignability—has been taken away. I think this policy and the moneys payable under it are assignable. In this case we have a £30 policy and no nomination, and for this reason I decline to deal with the question what might be the state of things if the policy were for a larger sum and there had been a nomination. We have not to decide that question. What we have to decide is whether in the case of a £30 policy, there being no nomination, an assignment executed by the member who took out the policy in his lifetime is effective to transfer to the assignee the right to receive the policy moneys. I decide that it is effective.

ROMER and COZENS-HARDY, L.JJ., delivered judgments to the same effect.—COUNSEL, *P. O. Lawrence*, K.C., and *Cartmell*; *Hughes*, K.C., and *Gover*; *Younger*, K.C., and *Romer* SOLICITORS, *Pritchard, Englefield, & Co.*; *Rowcliffes, Rawle, & Co.*, for *Bremner, Son, & Corlett*, Liverpool; *Wheatley, Son, & Daniel*.

[Reported by J. I. STIRLING, Barrister-at-Law.]

High Court—Chancery Division.

Re **PETER TIMMIS. NIXON** *v.* **SMITH.** Kekewich, J. 5th and 6th Dec.

EXECUTOR — TRUSTEE — MERGING OF EXECUTORSHIP IN TRUSTEESHIP — STATUTES OF LIMITATION—REAL PROPERTY LIMITATION ACT, 1874, s. 8—TRUSTEE ACT, 1888, s. 8 - PROPERTY RETAINED BY THE TRUSTEE.

Action for an account. Peter Timmis by his will dated the 6th of December, 1856, devised all his real property to William Smith, Peter Smith, and Mary Smith as tenants in common charged with the payment of £400, which he directed should be settled on his niece Ann Pointon and her children in like manner as his residuary personal estate. The testator gave all his personal estate and effects to the same persons on trust to sell and convert and to stand possessed of a sufficient portion thereof to produce an annuity of £120 for his wife for life, and as to the remainder as to one-fourth part to stand possessed thereof during the life of the said Ann Pointon to pay the annual produce thereof to her, and after her decease in trust for her children in manner therein declared. And the testator directed that after the decease of his said wife his trustees should divide the moneys and securities set apart to produce her annuity equally between the said William Smith, Peter Smith, Mary Smith, and Ann Pointon, the share of the said Ann Pointon to be held in trust in like manner as thereinbefore directed with respect to her other share and portion under that his will. And he appointed the said William Smith, Peter Smith, and Mary Smith executors of his will. The testator died in September, 1857, and a sum was set aside to meet the annuity of £120 for his widow. There was nothing to shew that anything remained after providing for that annuity. The widow died in February, 1873, whereupon the sum set aside to provide the annuity became divisible. But instead of holding the fourth part given to Ann Pointon in trust for her and her children, that share was made over to Ann Pointon absolutely. William Smith, Peter Smith, and Mary Smith each received a fourth part of the fund. Ann Pointon died in November, 1892, leaving eight children, one of whom was the plaintiff in the action. Each of the eight children received £50 as his or her share of the £400 charged as above mentioned, but no account of the fourth share of Ann Pointon and her children in the residuary personal estate had been rendered, and no payments had been made in respect of it. It was proved that the whole share had in fact been made over to Ann Pointon, and it had disappeared. The plaintiff claimed an account of the residuary personal estate and payment of the sum found due to her upon taking it. The question that came up for discussion was whether William Smith, Peter Smith, and Mary Smith were in the position of executors or of trustees. For if they were executors, then the Real Property Act, 1874, s. 8, applied, and, twelve years not having elapsed since 1892, the action was still maintainable. If, on the other hand, they were trustees, then the action was barred by virtue of the Trustee Act, 1888, s. 8, unless the case fell within the exception as being trust property retained by the trustees.

KEKEWICH, J.—There are few cases more difficult than to determine when executors cease to have duties as such and become trustees. The duties of an executor are simply to pay debts, funeral and testamentary expenses and legacies. Here the executors were ordered to set apart a sum to provide an annuity for the widow, and subject to that to divide the residue amongst certain persons. It is obviously, therefore, the case of executors ceasing at some time or other to be executors and becoming trustees; though in one sense, of course, they never cease to be executors, for they can always be sued as such. Still they cease to have duties to perform as executors *virtute officii*. Seeing that the testator died in 1857 and that there was no apparent obstacle to winding up his estate, I think that long before 1892, and I

think that even before the death of the widow, they ceased to be executors and became trustees. That being so, can I say they are liable for the money which ought to have gone to Ann Pointon and her children? All I need say is that the money is not forthcoming; there is no suggestion of fraud on the part of the trustees. The action is clearly one within section 8 (1) (*b*) of the Trustee Act, 1888, and the defendants, the representatives of the trustees, claim the benefit of the Statute of Limitations. The plaintiffs claim that the statute of 1874 applies, but as said before, I think the defendants are sued as trustees within the meaning of the Act of 1888. Then the plaintiff argues that the case comes within the exception to section 8 of the Trustee Act, 1888, which provides that the Act is not to apply where "the claim is . . . to recover trust property or the proceeds thereof still retained by the trustee, or previously received by the trustee and converted to his use. . . ." It seems to me that by that the Legislature meant, not money for which the trustee has got no proper discharge, but money which he has put into his own pocket or invested in the name of some other person as trustee for himself—money, that is, upon which you can lay your finger. But this is not a case of a trustee putting into his own pocket trust money, so as to defeat the trust, for each of the trustees was entitled to the share paid to him. There ought, no doubt, to have been a fourth share paid to a different account; but there has been nothing morally wrong on the part of the trustees, and I think that the object of the statute was merely to prevent the trustee from reaping any benefit if there was anything morally wrong in his dealings; not if there had been merely a legal wrong committed. The plaintiff consequently fails.—Counsel, *Renshaw*, K.C., and *Crossfield*; *Warrington*, K.C., and *W. W. Leuchars*. Solicitors, *Stephens & Stephens*, for *Sheldon, Plant, & Barclay*, Congleton; *Hudson, Mathews, & Co.*, for *H. L. Reade*, Congleton.

[Reported by H. Claughton Scott, Barrister-at-Law.]

FROGLEY *v.* **PHILLIPS.** Byrne, J. 9th Dec.

Practice—Payment Out of Funds in Court—Legatee Dead—No Letters of Administration—Fund Under £20.

Petition. This was a petition for the payment out of a sum of New Consols and cash in court to the credit of the above action, the account of the £1,000 legacy of the plaintiff and her children. It was divisible among a large number of persons, some of whom were dead. One of these legatees, a married woman, had died intestate. Her husband, who had not obtained letters of administration to her estate, now applied that her share, which amounted to less than £15, should be paid out to him as the person entitled to take out letters of administration to her estate, in accordance with the practice established in *Hinings* v. *Hinings* (2 Hem. & Mil. 32) and other cases: see Dan. Ch. Pr. (7th ed.), vol. 2, p. 1498.

Byrne, J., refused the application, stating that the judges of the Chancery Division had considered the practice referred to, and had decided that it was not to be followed. Letters of administration can now be obtained for 15s. If the applicant was dissatisfied he must go to the Court of Appeal.—Counsel, *G. Welby King*; *S. Leeke*. Solicitors *Guedalla & Cross*, for *Wilkins & Toy*, Chipping Norton; *Withall, Trotter, & Patteson*.

[Reported by Neville Tebbutt, Barrister-at-Law.]

Re **BOLES AND BRITISH LAND CO.'S CONTRACT.** Buckley, J. 4th Dec.

Vendor and Purchaser—Objection to Title—Trust for Sale—Purchase by a Former Trustee Twelve Years after Retirement.

This was a summons, taken out by the purchasers under the Vendor and Purchaser Act, asking for a declaration that their requisitions had not been properly answered and that the vendor had not deduced a good title in accordance with the contract. The facts were as follows: A testator devised certain lands to four trustees (among whom was the vendor) upon certain trusts with a power of sale. In May, 1885 the testator died; in July, 1885, one of the trustees disclaimed the trusts of the will; in August, 1885, the vendor concurred with the two other trustees in paying off a mortgage on part of the testator's estate; by an indenture of the 11th of November, 1885, the vendor, under the power contained in section 32 of the Conveyancing Act, 1881, retired from the trust and the trust property was vested in the remaining trustees. By an indenture of the 13th of November, 1897, under the power of sale contained in the will, the vendor purchased from the remaining trustees some of the lands comprised in the will for the sum of £5,325. On the 3rd of May, 1901, he contracted with the purchasers to sell them the property for £6,000. One of the purchasers' requisitions took exception to the purchase by the vendor of the lands in question from the testator's trustees on the ground that he himself had once been a trustee of the testator, and demanded that he should shew a proper title thereto. The vendor declined to comply with this requisition, and thereupon the present summons was taken out by the purchasers. For the applicants it was contended that the rule which precludes a trustee from buying trust property extends after his retirement, and that if he wishes to buy he must obtain the consent of his *cestui que trust* if he is capable of giving such consent, and if not he must get leave from the court. *Ex parte Lacey* (6 Ves. 625), *Ex parte James* (8 Ves. 337), and *Coles* v. *Trecothick* (9 Ves. 234) were cited.

Buckley, J., after stating the facts, continued: Apart from any case of doubt or suspicion, is there any rule of this court that a man who has ceased to be a trustee of an instrument which contains a power of sale for twelve years cannot be a purchaser of the property subject to the trust? I think there is not. The doctrine as to purchases by a trustee from his *cestuis que trustent* is founded on this—that a trustee for sale is bound by a duty to his *cestuis que trustent* to do everything in his power for their benefit, and may not, irrespective of any question of undervalue, purchase their property; and, further, he may not purchase their property if he has retired from the trusteeship with that end in view. But if he has retired, and there is nothing to shew that at the time of the retirement there was any idea of sale, is there anything to prevent him from becoming a purchaser? I have to see whether Boles was taking advantage of any information which he might have obtained when he was a trustee; so far as I can see he was not. I have discovered a case, which is not exactly in point, but which is illustrative of the principle on which I have to decide this case. In *Clark* v. *Clark* (9 A. C. 733) there were two executors, one of whom had not proved but had not disclaimed; it was held in the Supreme Court of the Colony that until he had absolutely disclaimed he could not buy from his co-executor. Sir Arthur Hobhouse, in delivering the judgment of the Privy Council reversing this decision, said: "Their lordships cannot agree that a sale is to be avoided merely because when entered upon the purchaser may, at his option, become the trustee of the property purchased, though in point of fact he never does become such. A man so placed might possibly use his power in such a way as to raise a case for setting aside the transaction. . . . But that is a different thing altogether from the absolute disability attaching to one who would at the same moment be a vendor in trust for others and a purchaser on his own behalf." That is not this case; it was the case of a man who might become a trustee; but in my opinion the same principle must prevail—the mere fact that a man was a trustee for sale of property twelve years before does not preclude him from purchasing it.—Counsel, *T. L. Wilkinson*; *H. Wace*. Solicitors, *Russell & Russell*; *E. F. & H. Landon*.

[Reported by H. L. Ormiston, Barrister-at-Law.]

High Court—Probate, &c., Division.

In the Goods of **WILLIAM KNEE (DECEASED).** **GATTWARD** *v.* **KNEE.** Jeune, P. 10th Dec.

Probate—Will—Soldier in expeditione—Letter to Friend—Mobilization.

This was an action in which William Gattward, the plaintiff, claimed that the letters of administration granted to the defendant on the 31st of July, 1901, to the estate of William Knee might be revoked, and that a letter written by the deceased in September, 1899, might be admitted to probate as a soldier's will, and that letters of administration with the will annexed might be granted to him. The defendant, Mark Thomas Llewellyn Knee, who was the father of the deceased, alleged that the letter was not a will, the deceased not being on actual military service at the time when the letter was written, and that it was not duly executed according to the Wills Act, and he claimed a grant of administration as on an intestacy. The letter in question was as follows: "1479 Pte. W. Knee, D Company, 2nd K. R. R., Natal, South Africa (for Transvaal Compaa). Dear Bill,—Just a few lines to you hoping that you are not dead yet, as I have received no answer to the last letter that I sent you. I do not know weather you are waiting for me to come home or not but there is no nowing when I will arrive as we are just off to South Africa again for the Boer War if war is declared at all. It is hard lines seven years and four months' service and got to go there; but it cannot be helped. I am sending a box of things to you which I want you to look after for me till I come home for there are some things which I got out here; I think a lot of them; I will shew them to you when I come; they are a lot of curios and there is some things for you there, but if you have a letter to say that I am killed, then the lot is for you; and also I have about £13 in the bank and £18 deferred pay which will come £31. You will receive the lot if I am killed in action for I shall make out my will in your favour so you can keep this letter in case you want it for anything, but let us hope that I arrive home safe again. I am looking forward to a grand time with you and the missus—yes, for we will have one when I come home. Pease excuse blacklead as I want to catch the mail and everyone is using or waiting for the ink. Hoping you are enjoying good health as I am at present. Please write my address as in this letter.—I remain, from your old chumb, hopieg to see you at the end of the war, W. Knee. Take the note of the top of the box." On the 9th of February, 1900, the deceased died of enteric in beleaguered Ladysmith. Accordingly when the plaintiff heard of his friend's death he wrote to the War Office asking them whether they had found any will of the deceased man and eventually on the 14th of August, 1901, he took out the writ in this action for letters of administration as stated above, and for the revocation of the grant that had been made to the defendant. It appeared from information obtained from the War Office that the 2nd Battalion of the King's Royal Rifles had been warned for service on the 7th of September, 1899, and was ordered to mobilize for active service in South Africa two days later. The battalion was at that time stationed at Fort William, Calcutta, and Private Knee sailed from India for South Africa in the s. s. Pumea. The question now raised before the court was whether the letter above set out was a valid will of a soldier *in expeditione*. Counsel for the defendant contended that no evidence had been adduced by the plaintiff to shew that the letter had been written after the receipt of the order to mobilize, nor that the deceased had ever done any physical act under the order to mobilize. Moreover the sentence in the letter "I shall make out my will in your favour" was entirely opposed to the notion that the letter itself was intended by the deceased to be his will; and the presence of that intention in the deceased's mind at the time that he was writing the letter was essential. The case of *In the Goods of Hiscock* (1901, P. 78) was, in the course of the argument, cited.

Jeune, P., in giving judgment, said that he was clearly of opinion that the letter was a testamentary document, and that the fact that the deceased might have intended to draw up a more formal document later on did not affect the letter, which was, in his opinion, a soldier's will. He also thought that mobilization might fairly be taken as a test whether a soldier was or was not what the Roman law would have called *in expeditione*.

Mere warning was not enough, and although it might be going a step further than the case of *In the Goods of Hiscock* (1901, P. 78) had gone, nevertheless, he thought that he was justified in finding that the letter was written between the 9th of September and the 18th of September, 1899, and was the will of a soldier *in expeditione*.—COUNSEL, *Richards*, K.C., and *Soyer*; *Barnard*. SOLICITORS, *Eugene Goddard*; *Bentley*.

[Reported by GWYNNE HALL, Barrister-at-Law.]

WAUDBY *v.* WAUDBY AND BOWLAND. Barnes, J. 5th Dec.

DIVORCE—WIFE'S COSTS—NO SECURITY—DISAGREEMENT OF JURY—SECOND TRIAL—CO-RESPONDENT'S COSTS.

This was a husband's suit for a dissolution of marriage on the ground of his wife's adultery with the co-respondent. The wife alleged adultery against the petitioner. The case was originally tried before the President and a special jury in May, 1901, and the jury was discharged, as on all the issues they were unable to agree. The jury in the second trial found (1) that the respondent and co-respondent had committed adultery; (2) that the petitioner had committed adultery with a woman named Bell; (3) that the respondent had condoned that adultery. The petitioner did not ask the court for a decree, but prayed that the petition should be dismissed and the co-respondent condemned in costs. The respondent asked (1) for her costs of the first trial, at which time she had no order for security; and (2) for her costs of the second trial, for which she had an order for security. The co-respondent prayed that he might not be condemned in costs on the ground that the petitioner ought never to have filed a petition, as he himself had committed adultery, and did not now ask the court to exercise its statutory discretion under the 31st section of the Matrimonial Causes Act, 1857.

BARNES, J., in delivering a considered judgment, said that the first question the court had to consider was whether it ought to exercise its statutory discretion in favour of the petitioner. After considering the authorities he had come to the conclusion that this was not a case in which he should exercise his discretion. The question had been already considered in *McCord* v. *McCord* (3 P. & D. 237), *Storey* v. *Storey* (12 P. D. 196), and *Grosvenor* v. *Grosvenor* (34 W. R. 140). It was not, however, necessary for him to review those cases, as Mr. Deane had not pressed him to exercise his discretion in favour of the petitioner. It was, however, urged that there had only been a single act of adultery, that it had occurred a long time ago, and that it had been condoned. The court could not, however, overlook the fact that the act was the seduction of a maid servant during the absence of the wife, and that the girl had given birth to a child. The substantial question, however, which the court had to consider was that of costs. The case had been tried twice; on the first occasion the findings were not recorded, as the jury were unable to agree on all the issues. They, however, did intimate that they were agreed as to the adultery and cruelty of the petitioner, although they could not agree as to whether the respondent had condoned her husband's conduct, nor as to whether the respondent and co-respondent had committed adultery. At that time the respondent had not applied to the court for an order for security for her costs, but she had obtained such an order for £200 before the second trial. It therefore followed that as to the costs of the second trial there was no substantial question to consider, as the wife had not only got her order, but also an extension of it, and according to the usual practice she was entitled to her full costs. At the conclusion of the first trial the wife had applied to the President for her costs, relying on the fact that no finding had been recorded against her, but the President declined to make any order on the ground that the application was premature, there being at that time no order for security. The conclusion the court had now come to was that the wife was in a sense successful at the first trial, and that she had succeeded at the second trial in getting the petition dismissed. After giving the matter full consideration, he had come to the conclusion that the wife was entitled to her full costs of both trials, being guided by the principles laid down in *Barnes* v. *Barnes* (1 P. & D. 572). As to the costs of the co-respondent, the court had been asked to make no order against him, and Mr. Grazebrook had delicately suggested that his client might even be allowed his costs. As to this part of the case, there were many authorities shewing that co-respondents had been condemned in costs, even though the petition had been dismissed. The learned judge referred to *Bremner* v. *Bremner* (33 L. J. 202), *Storey* v. *Storey* (12 P. D. 196), and *Morgan* v. *Morgan and Porter* (1 P. & D. 644), and said that he had examined the original records of the court and found that the report of *Morgan* v. *Morgan* in the Law Reports was incomplete, as the case had only been reported on the question of the court's discretion under the 31st section of the Divorce Act. He found from the records that in that case the jury had found that the petitioner had committed adultery with one woman, whose name was mentioned in the pleadings, but had negatived a charge with another woman. The court was then asked to exercise its discretion and to grant a decree *nisi* and to extend the time for applying for a new trial. The court, however, refused to pronounce a decree *nisi* and gave the wife her full costs, except as to the issue on which she had failed. Subsequently a new trial was granted, and the respondent and co-respondent did not defend, and in the result the second jury negatived the charge of adultery against the petitioner which the former jury had convicted him of. A decree *nisi* was accordingly pronounced, and the co-respondent was condemned in the full costs. None of these facts, however, appeared in the Law Reports. Again in *Grosvenor* v. *Grosvenor* (34 W. R. 140) the report was silent as to the costs, but in that case he (the learned judge) found from the records that the petition had been dismissed, and the co-respondent, who had not appeared or defended, had been condemned in the costs. Following the authorities, the court now ordered that the co-respondent should pay the costs of the issues on which he had failed.—COUNSEL, *Bargrave Deane*, K.C., and *Rayden*; *Barnard*; *Grazebrook*. SOLICITORS, *Iliffe & Co.*; *Long & Gardiner*; *Ridsdale & Son*.

[Reported by GWYNNE HALL, Barrister-at-Law.]

LAW SOCIETIES.

UNITED LAW SOCIETY.

Dec. 9.—Mr. H. F. Spence in the chair.—Mr. C. Willoughby Williams moved: "That raising the public funds by means of income tax is unjustifiable." Mr. W. S. Sherrington opposed. There also spoke: Messrs. A. H. Richardson, C. Kains-Jackson, Neville Tebbutt, P. B. Walmsley, and C. H. Hicks. Mr. Williams replied. The motion was lost by six votes.

SOLICITORS' BENEVOLENT ASSOCIATION.

The usual monthly meeting of the board of directors of this association was held at the Law Institution, Chancery-lane, London, on Wednesday, the 11th inst., Mr. T. Musgrave Francis (Cambridge) in the chair. The other directors present being: Messrs. H. Morten Cotton, Robert Cunliffe, Walter Dowson, J. R. B. Gregory, Samuel Harris (Leicester), Sir George Lewis, R. S. Taylor, Maurice W. Tweedie, R. W. Tweedie, and J. T. Scott (secretary). A sum of £560 was distributed in grants of relief, seven new members were admitted to the association, and other general business was transacted.

LAW STUDENTS' JOURNAL.

LAW STUDENTS' SOCIETIES.

LAW STUDENTS' DEBATING SOCIETY.—Dec. 10.—Chairman, Mr. J. D. A. Johnson.—The subject for debate was: "That in the opinion of this house it is desirable that the general practice of vaccination should be enforced." Mr. Herbert Guy Snowden (member of the Vaccination League) opened in the affirmative. Mr. H. B Catmur (member of the Anti-Vaccination League) opened in the negative. The following gentlemen also spoke: Messrs. Ducat (visitor), Schultess Young (visitor), Harnett, Brown (visitor), Ball, and Paul (visitor). The opener having replied, the house divided, and the motion was carried by thirty votes.

BIRMINGHAM LAW STUDENTS' SOCIETY.—Dec. 10.—A second and concluding lecture was delivered by Mr. Robert E. Noble, barrister-at-law, on the "Law of Evidence." At the conclusion a hearty vote of thanks was passed to the lecturer.

LEGAL NEWS.

OBITUARY.

MR. SAMUEL ROWLES PATTISON, F.G.S., solicitor, who died recently at Kensington, at the patriarchal age of ninety-two years, was a man a good deal out of the common. There are not many solicitors who after acquiring a lucrative country practice, accompanied with unusual popularity and influence in the district, abandon this in order to come to London, and succeed in building up a fresh practice in the metropolis not less extensive than the old one. There are probably still fewer who, in the midst of the claims of an absorbing profession, find time for large scientific and religious work. All this Mr Pattison accomplished. He was articled about the year 1825 to a solicitor at Launceston, Cornwall; was admitted in 1831, and shortly afterwards joined the firm of Pearse & Laurence at Launceston, of which, under the name of Pattison & White, Mr. Pattison became the head. He rapidly gained the confidence of clients; as agent for the Liberal party took part in many Parliamentary elections; became clerk to the magistrates and to the guardians, and attained the position of one of the leading solicitors of the county. Even then he became distinguished as a geologist; was elected a Fellow of the Geological Society, and was the friend of Professor Sedgwick and other eminent scientific men. When he determined in 1853 to remove to London, his departure from Launceston was marked by unusual demonstrations of esteem and affection on the part of his neighbours. Launceston was decorated in his honour, and a public meeting was held at which he was presented with a service of plate, representatives of all classes uniting in expressing their regret at his loss. On his arrival in London he joined a firm in Lincoln's-inn-fields, and subsequently acquired the business of a solicitor in the City, as the result of which the offices of the firm, which for many years bore the name of Pattison, Wigg & Co., were removed to the City. Soon after he had taken up his new work, Mr. Pattison had an opportunity of distinguishing himself, of which he did not fail to take advantage. A very important case connected with the chemical industry came into his hands; his scientific knowledge and tastes led him to throw himself *con amore* into the preparations for trial, and as the result of his exertions his clients succeeded. In the course of his subsequent practice he was equally successful in cases affecting Nonconformist denominations, of which he had a large number. His professional duties, however, were, in his later years, almost subsidiary to his scientific and religious work. He was a constant attendant at the meetings of the Geological Society and numerous other more or less scientific bodies; he was a member of the Committee of the Religious Tract Society, and, indeed, it would be difficult to enumerate the various religious societies and institutions with the governing bodies

of which he was connected. Personally he was a man of infinite charm and of almost universal information, yet entirely free from the dogmatism of omniscience. He retired from practice several years ago.

CHANGES IN PARTNERSHIPS.

In consequence of the death of Mr. Charles Reginald Stroughill, which occurred in April last, the style of the firm of HOPWOOD, STROUGHILL, & HOPWOOD, of 13, South-square, Gray's-inn, London, W.C., will, in future, be changed to its former name of HOPWOOD & SONS, and the surviving partners, Mr. Frederick Flowers Hopwood and Mr. John Rowland Hopwood, will continue to carry on the business (established for over seventy years) at the above address.

DISSOLUTIONS.

ALFRED BURNIE, ADDISON JAMES BROMHAM, and GEORGE FRANCIS BONNER, solicitors (Bonner, Thompson, Burnie, & Co.), Ingram House, 165, Fenchurch-street. Dec. 4, 1901. So far as regards the said George Francis Bonner. The said Alfred Burnie and Addison James Bromham will henceforward carry on the business under the name of Burnie & Co. [*Gazette*, Dec. 6.

GENERAL.

It is stated that Judge Woodfall, of the Devonshire County Court Circuit, has been offered the vacant judgeship of the Westminster County Court.

Lord Dunboyne will succeed Master George Pollock as Senior Master and King's Remembrancer on the latter's retirement at the end of the present sittings.

Mr. Justice Farwell has made favourable progress towards recovering from his illness. He left his room for the first time on Wednesday, and hopes to leave London on Monday.

Mr. Justice Lawrance has changed circuits with Mr. Justice Walton, the former judge going on the North-Eastern Circuit and the latter on the North Wales Circuit at the ensuing winter assizes, instead of as previously arranged.

Mr. George Pollock, the senior King's Bench Master and King's Remembrancer, has, it is understood, sent in his resignation, which will take effect at the end of the present sittings. Mr. Pollock has been a master for upwards of fifty years.

According to a return recently issued, the receipts relating to the High Court of Justice and Court of Appeal for the past year amounted to £502,307 8s., an increase of £776 10s. 10d., and the expenditure to £622,191 3s. 8d., an increase of £5,927 19s. 1d.

Mr. Justice Jelf having held the Recordership of the Borough of Shrewsbury for twenty-one years, it was decided at a recent meeting of the Shrewsbury Town Council to recognize his long services to the town by conferring on him the freedom of the borough.

On the 9th inst., the Lord Chief Justice, in the course of the hearing of two cases set down for trial before London juries, said that something would have to be done to obviate the necessity of calling jurors from the City of London, seeing that the needs of the City were met by the Commercial Court.

Mr. Justice Bigham was, says the *Daily Mail*, a model of brevity in charging the grand jury at the Birmingham Assizes on Wednesday. He simply said: "I am not going to detain you with any observations. The calendar is short. There are, no doubt, several cases of serious violence, but they do not present any difficulties, and therefore I see no reason why I should keep you waiting. Will you retire and consider the bills?"

It is stated that the Establishment Committee of the London County Council will recommend that Mr. F. H. Bartlett, the senior assistant in the Conveyancing Branch of the Solicitor's Department, who entered the council's service in 1879, shall be allowed to retire with a superannuation of £250, being thirty-sixtieths of his present salary. The committee have also decided to recommend that several salaries in the same department shall be increased, including one from £400 to £500 per annum, and another from £350 to £400.

It is stated that in order that a certain number of King's Bench judges may always be present in London during the Hilary sittings to carry on continuously the work arising there, it has been arranged that the Winter Assizes on the North Wales and South Wales circuits, which usually begin in the middle of February, shall start about the 11th of January next. The two judges will attend all the towns on each circuit respectively preceding Chester and Cardiff, and on the conclusion of the work at those places they will come back to London in order to sit at the courts. They will afterwards go together to Chester and Cardiff, starting in the early part of March to hold the assizes of those two towns.

Sir R. Anderson, the late Assistant Commissioner of Police, writing in the *Nineteenth Century* for this month, says: Speaking seriously and deliberately, if, not 70,000, but seventy known criminals were put out of the way, the whole organization of crime against property in England would be dislocated, and we should, not ten years hence, but immediately, enjoy an amount of immunity from crimes of this kind that it might to-day seem Utopian to expect. My opinion is based on definite facts and a knowledge of the *personnel* of the criminal fraternity. And I say with confidence that new methods of dealing with these men—methods such as would command the approval of five-sixths of the community—would avail to put an end to organized crimes against property in England.

Mr. Justice Darling presided on Wednesday evening at a lecture by Dr. Blake Odgers, K.C., on "Witnesses," delivered before the Solicitors' Managing Clerks' Association. After the lecture, the learned judge said that there was one thing he particularly wished to say. Many honest witnesses came into the box with a greatly exaggerated notion of the formidableness of counsel. They believed that the lawyer could make them say what was not true, and generally turn them inside out, and that his eminence as an advocate depended on his power to do this. In reality the most powerful advocate at the bar was powerless against an honest witness. His legitimate prey was the witness who went into the box not necessarily determined to say what is not true, but at least determined that his side should win.

Mr. Wilfrid Tate, the chief clerk of the Marylebone police-court, who is retiring under the age limit, after over forty-six years' service, was presented, on the 5th inst, by the solicitors practising at the court with a handsome silver salver, and by the staff and others with a silver coffee pot and a dressing case. In making the presentation, Mr. Curtis Bennett said that many knew Mr. Tate better than he did, but none revered him more. They would all remember him by reason of the conscientious discharge of his duties and his readiness to aid those who required assistance in connection with the business of the court. He had seen the court rise from its infancy, so to speak, until the revenue in fines and fees had in 1900 risen to nearly £5,000. In spite of that enormous increase the staff had remained the same. The fact was that but for the zeal and energy of Mr. Tate there must have been a deadlock.

The death is announced of Dr. John Carment, a leading solicitor, of Edinburgh, in his eighty-sixth year. The son of a former minister of Roskeen, he was educated, says the *Times*, at the school of his native parish and at Aberdeen University, which in later years conferred upon him the honorary degree of LL.D. in recognition of his eminence as a Gaelic scholar and his position as a leading lawyer. After leaving Aberdeen he entered an Edinburgh law office, and in time rose to be the head of the firm of Messrs. Carment, Wedderburn, & Watson, W.S., and for many years he was regarded as one of the soundest and shrewdest members of the solicitor branch of the profession in Scotland. A typical Highlander in physique, tall, large-boned, and yet of fine presence, and good at most Scottish sports, he made an ideal commanding officer of one of the Highland companies of the Queen's Edinburgh Rifle Volunteer Brigade when that corps was first formed, and he retained after his retirement his interest in the volunteer movement.

The banquet at the Grand Hotel on Saturday last at which the Irishmen of the Bench and the Bar were the hosts, and Henn Collins, M.R., and Mathew, L.J., the guests, was, says the *Daily Telegraph*, eminently successful. The proceedings were private, and are therefore shrouded in mystery; but it is believed that the Lord Chancellor was in the chair, and that he was supported by Lord Ashbourne, Lord Macnaghten, the Solicitor-General, "Master" Lord Dunboyne, and county court judges and K.C.'s in plenty. Further, it is stated that Lord Halsbury put forward and completely vindicated his claim to be regarded as an Irishman; that the Master of the Rolls and his brother Lord Justice each made a characteristic speech, and that Lord Ashbourne gave a pathetic account of the exhausted and overworked condition of the Irish judges. The only oratorical details which are forthcoming are extracts from the addresses of Lord Halsbury and Mathew, L.J. The former drew public attention to the fact that while the tribute of an "encore" is often extended to a song, it is unheard of in connection with a speech; and the latter expressed his keen regret that the law officers should nowadays be compelled to give up to the Government business what was meant for mankind. It is also rumoured that the Lord Chancellor reminded those present that it was still within his power to send the Chancery judges on circuit; that a shudder thereupon went round the assembly; and that his lordship quickly gave an assurance that he was speaking in jest.

COURT PAPERS.

SUPREME COURT OF JUDICATURE.

ROTA OF REGISTRARS IN ATTENDANCE ON

Date.	Emergency Rota.	Appeal Court No. 2.	Mr. Justice Kekewich.	Mr. Justice Byrne.
Monday, Dec. 16	Mr. Carrington	Mr. King	Mr. Pemberton	Mr. Greswell
Tuesday 17	Greswell	Church	Jackson	W. Leach
Wednesday 18	W. Leach	King	Pemberton	Greswell
Thursday 19	Pugh	Church	Jackson	W. Leach
Friday 20	Jackson	King	Pemberton	Greswell
Saturday 21	Pemberton	Church	Jackson	W. Leach

Date.	Mr. Justice Cozens-Hardy.	Mr. Justice Farwell.	Mr. Justice Buckley.	Mr. Justice Joyce.
Monday, Dec. 16	Mr. Beal	Mr. Farmer	Mr. Pugh	Mr. R. Leach
Tuesday 17	R. Leach	Godfrey	Carrington	Beal
Wednesday 18	Beal	Farmer	Pugh	Godfrey
Thursday 19	R. Leach	Godfrey	Carrington	Farmer
Friday 20	Beal	Farmer	Pugh	Church
Saturday 21	R. Leach	Godfrey	Carrington	King

WARNING TO INTENDING HOUSE PURCHASERS AND LESSEES.—Before purchasing or renting a house have the Sanitary Arrangements thoroughly Tested and Reported upon by an Expert from The Sanitary Engineering Co. (H. Carter, C.E., Manager), 65, Victoria-street, Westminster. Fee quoted on receipt of full particulars. Established 25 years. Telegrams, "Sanitation," London. Telephone, "No. 316 Westminster."—[ADVT.]

THE PROPERTY MART.

SALES OF THE ENSUING WEEK.

Dec. 16.—Messrs. H. E. Foster & Cranfield, at 10, Hosier-lane, West Smithfield, at 12:—Stock of New Laundry Machinery and Plant, Engines, Office Furniture, &c. Solicitor, G. J. Fowler, Esq., London. (See advertisement, this week, back page.)

Dec. 18.—Messrs. H. E. Foster & Cranfield, at the Mart, at 2:—Valuable Estates in Scotland, estimated to produce £18,000 per annum.—Solicitors, Edmund Kimber, Esq., London; Messrs. Purves & Barber, Edinburgh; Messrs. Gordon, Dalbiac, & Pugh, London; Messrs. Kimbers & Boatman, London; and Messrs. Millward & Co, London and Birmingham. Freehold Detached Residence at Byfleet; also Two Plots of Building Land. Solicitors, E. M. Lazarus, Esq., and J. J. Edwards, Esq., both of London. (See advertisements, this week, back page.)

Dec. 19.—Messrs. H. E. Foster & Cranfield, at the Mart, at 2:—

REVERSIONS:

To a Trust Fund, value £2,483, in Consols and Railway Stocks; lady aged 72. Solicitors, Messrs Caprons, Hitchins Brabant, & Hitchins, London.

To One-sixth of a Trust Fund, value £18,480; also to One-seventh of £2,379; life aged 60. Solicitors, Messrs Poole & Robinson, London.

To One-half of a Trust Fund in Railway Stocks, value £1,654; gentleman aged 60. Solicitors, Messrs. Oldfield, Bartram, & Oldfield, London

LIFE INTEREST of a lady aged 39 in a Trust Estate, producing £150 per annum; with policy. Solicitors, Messrs. Bate & Co., London.

POLICIES for £1,000, £1,000. Solicitors, Messrs. Lovell, Son, & Pitfield, London.

SHARES, &c. Solicitors, Messrs. E C. Rawlings & Butt, London.

(See advertisements, this week, back page.)

Dec. 20.—Messrs. H. E. Foster & Cranfield, at the Mart, at 2:—Freehold Property known as Gallow Hill Glue and Chemical Works, in Leicestershire. Solicitor, Geo. O. Nicholson, Esq., Market Harborough.—Leasehold Corner House at Camden Town. Solicitors, Messrs. Sass & Young, London. (See advertisements, this week, back page.)

WINDING UP NOTICES.

London Gazette.—Friday, Dec. 6.

JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

"Ardova" Steamship Co, Limited—Creditors are required, on or before Jan 20, to send their names and addresses, and the particulars of their debts or claims, to William Roberts 26, Chapel st, Liverpool. Weightman & Co, solors to liquidator

Automobile Manufacturing Co, Limited—Petn for winding up, presented Dec 2 directed to be heard Dec 18. Hands, 9f, Gresham st, solr for petner Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of Dec 16

Brooks, Simpson, & Spiller, Limited (in Liquidation)—Creditors are required, on or before Jan 10, to send their names and addresses, and the particulars of their debts or claims, to Walter Eldridge Johnson and Frederick Samuel Lacey, 15, George st, Mansion House. Abrahams & Co, Tokenhouse yd, liquidators' solors

Devon Great Consols, Limited—Creditors are required, on or before Jan 25, to send their names and addresses, and particulars of their debts or claims, to Peter Watson, 2 and 3, West st, Finsbury circus. Greenip & Co, George st, Mansion House, solors for liquidator

Gold Spinner Syndicate, Limited (in Liquidation)—Creditors are required, on or before Jan 14, to send their names and addresses, and the particulars of their debts or claims, to John Douglas Stewart Bogie, 91, 92, and 93, Palmerston bldgs

Harry South and Co, Limited—Petn for winding-up, presented Dec 3, directed to be heard Dec 18, Pulleston, 20, Abchurch lane, solor for the petner. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of Dec 17

Liverpool Super Aeration Limited—Creditors are required, on or before Jan 18, to send their names and addresses, and the particulars of their debts or claims, to S. S. Biram, Peninsular House, Monument st

Phoenix Felt Co, Limited (in Voluntary Liquidation)—Creditors are required, on or before Jan 8, to send their names and addresses, and the particulars of their debts or claims, to Frank Creke, Temple row, Birmingham. Jaques & Sons, Birmingham, solors to liquidator

Russian Industrial and Mining Co, Limited (in Liquidation)—Creditors are required, on or before Jan 31, to send their names and addresses, and the particulars of their debts or claims, to Leonard Halliday, 117, Bishopsgate st Within

UNLIMITED IN CHANCERY.

Dorking Swimming Bath Co (in Liquidation)—Creditors are required, on or before Dec 21, to send their names and addresses, and the particulars of their debts or claims, to Francis P. Down, 72, High st, Dorking. Down, Scott, & Down, Dorking, solors for the liquidator

London Gazette.—Tuesday, Dec. 10.

JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

Alfred Allchin, Limited—Creditors are required, on or before Jan 9, to send their names and addresses, and the particulars of their debts or claims, to C. W. Gray, 7, Boscastle rd

Cambrian Copper Mining Co, Limited—Petn for winding up, presented Dec 6, directed to be heard on Dec 18. Lloyd-George & Co, 63, Queen Victoria st, solors for petner. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of Dec 17

Chadwick's Patent Advertising, Limited—Creditors are required, on or before Dec 31, to send their names and addresses, and the particulars of their debts or claims, to Vivian Llewelyn Newton, 22, Booth st, Manchester. Hadfield & Co, Manchester, solors for liquidator

Clayton Engineering and Electrical Construction Co, Limited—Creditors are required, on or before Dec 31, to send their names and addresses and the particulars of their debts or claims, to Maurice Whiteley, Newton Hyde, nr Manchester. Wragge & Co, Birmingham solors to liquidator

Edwardes Menu Co, Limited—Creditors are required on or before Jan 31, to send their names and addresses, and the particulars of their debts or claims, to W. G. Blakemore, 8, Old Jewry. Slark & Co, Southampton st, Strand, solors to liquidators

Goerring Patents Limited—Creditors are required on or before Dec 31, to send their names and addresses, and the particulars of their debts or claims, to Vivian Llewelyn Newton, 22, Booth st, Manchester. Hadfield & Co, Manchester, solors for liquidator

Gold Reefs of West Africa, Limited (Incorporated 2nd July, 1895)—Petn for winding up, presented Dec 9, directed to be heard on Dec 18. Greenip & Co, 1 and 2, George st, Mansion House, solors for petners. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of Dec 17

H. & B. Boyd, Limited (in Voluntary Liquidation)—Creditors are required, on or before Feb 1, to send their names and addresses, and the particulars of their debts or claims, to Stuart Colle Robertson, 2, Tokenhouse bldgs. Slaughter & May, 18, Austin Friars, solors to liquidator

Mount Orient Gold Mining Co, Limited—Creditors are required, on or before Jan 1, to send their names and addresses, and the particulars of their debts or claims, to John Whittaker, 1, St Helen's pl, Bishopsgate st Within. Hopworth & Co, 15, South st, Finsbury, solors

Mount Reid Mining Co, Limited (in Liquidation)—Creditors are required, on or before March 31, to send their names and addresses, and the particulars of their debts or claims, to Newman Mayo Ogle, Worcester House, Walbrook

Manufacturing and Trading Trustees, Limited—Petn for winding up, presented Dec 3, directed to be heard Dec 18. Holman & Co, 50, Lime st, solors and petners. Notice of appearing must reach the above-named not later 6 o'clock in the afternoon of Dec 17

Schofield, Hagerup, & Doughty, Limited—Petn for winding up, presented Dec 7, directed to be heard Dec 18. Collyer-Bristow & Co, 4, Bedford row, solors for petner. Notice of appearing must reach the above not later than 6 o'clock in the afternoon of Dec 17

W. D. Thornton & Co, Limited—Creditors are required, on or before Jan 31, to send their names and addresses, and the particulars of their debts or claims, to Charles Edwin Bradley, Huntries chmbrs, Scarborough. Hart, Scarborough, solor to liquidator

Willcocks & Co, Limited—Petn for winding up, presented Dec 7, directed to be heard Dec 18. Lowless & Co, 28, Martin's la, Cannon st, solors for petner. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of Dec 17

For Throat Irritation and Cough "Epps's Glycerine Jujubes" always prove effective. They soften and clear the voice, and are invaluable to all suffering from cough, soreness, or dryness of the throat. Sold only in labelled tins, price 7½d. and 1s. 1½d. James Epps & Co., Ltd., Homœopathic Chemists, London.—[Advt.]

CREDITORS' NOTICES.

UNDER ESTATES IN CHANCERY.

LAST DAY OF CLAIM.

London Gazette.—Friday, Nov. 29.

Longson, Jacob, Stretford, Lancaster Dec 31 Mills v Longson, Kekewich, J Hall & Son, Manchester

London Gazette.—Tuesday, Dec. 3.

Bright, Benjamin, Barton Court, Colwell, Hereford Jan 14 Gwynn v Brown Cave, Buckley, J Rawlinson, 42, Bedford row

Smith, Benjamin Brown, Wolverhampton Jan 3 Smith v Smith, Joyce, J Smith, 3, Salters' Hall court

London Gazette.—Tuesday, Dec. 10.

Hodgkinson, Henry, Freckleton, Lancs, Farmer Jan 9 Dickson v Hodgkinson, Registrar, Preston Hampson, Lune st, Preston

Mason, Albert, North Hill, Swansea, Contractor Jan 17 Gale v Mason, Joyce, J Slater, York pl, Swansea

Paton, George Lauchland, Wilkinson st Albert sq, Clapham rd Jan 7 Beveridge v McIntosh, Kekewich, J Head & Hill, Raymond bldgs, Gray's inn

UNDER 22 & 23 VICT. CAP. 35.

LAST DAY OF CLAIM.

London Gazette.—Tuesday, Nov. 19.

Balimann, Jemima, Southport, Lancs Dec 20 Hooper & Fairbairn, Dudley

Barnes, Augusta, Heavitree, Devon Dec 31 Burch, Exeter

Bousfield, Rev Alfred, Princes Risborough, Bucks Dec 13 Reynolds & Son, High Wycombe

Buttemer, Rev Archdall, St Leonard's on Sea Dec 31 Harston & Bennett, Bishopsgate st within

Campbell, Johanna, Russell rd, Kensington Dec 16 Wheatly & Co, New inn, Strand

Cannings, Mary Ann, Weybridge Dec 12 Paine & Brettell, Chertsey

Chase, Mary Ann, Brixton hill, Surrey Jan 20 Cobbing, Broad st chmbrs, Bow st

Cheetham, Thomas, Rochdale Dec 17 Standring & Co, Rochdale

Crowley, Ann, West Bromwich Dec 10 Hodgkinson, Birmingham

Dungey, William, Hastings Dec 24 Morgan, Hastings

Fletcher Mary Ann, Tipton, Staffs Dec 20 Hooper & Fairbairn, Dudley

Gamble, James, Leicester Dec 19 Stevenson & Son, Leicester

Gidley, Sarah Eliza, Plymouth, Devon Dec 16 Snow & Co, Gt St Thomas Apostle, Queen st

Goates, Alfred, Nottingham, Lithographic Printer Dec 31 Burton & Briggs, Nottingham

Greenwell, Robert Thomas, Sunderland Dec 20 Ellis, Sunderland

Griffiths, Thomas Edwin, Birmingham, Doctor Jan 1 Martineau & Co, Birmingham

Hart, Charles, Camberwell rd Dec 25 Stevenson & Couldwell, Fenchurch st

Horner, Robert, Haxby, Yorks, Farmer Dec 20 Kay, York

Hughes, Frederick John, Manchester, Plumber Dec 31 Leak & Pratt, Manchester

Hurst, Robert Augustus, Carlton, Victoria Dec 31 St Barbe & Co, Delahay st, Westminster

Jenkins, Alice Ann, Highbury New pk Jan 1 Black & Moss, Clement's inn, Strand

Jones, Thomas Lloyd, Abererch, Carnarvon, Miller Dec 18 Owen, Pwllheli

Kingsnorth, Frances, Hastings Dec 24 Morgan, Hastings

Leyden, Thomas, Forest Gate, Essex Nov 25 Hulbert & Co, Broad st bldgs, Liverpool st

Long, Joseph, Portsmouth Dec 24 Hobbs & Brutton, Portsmouth

McQueen, John, Brooklands, Chester, Engineer Dec 31 Addleshaw & Co, Manchester

Morrison, Charles Henry Burr, Kenley, Surrey, Stock Broker Dec 14 Hewlett & Co, Raymond bldgs, Gray's inn

Perkins, Charles, Marlborough, Newspaper Proprietor Dec 19 Merrimans & Gwillim, Marlborough

Remington, Henry, Pennington, Lancs Dec 11 Atkinson, Ulverston

Riches, George, Cromer, Builder Dec 20 Blyth, Norwich

Rigge, John Arthur Henley on Thames Dec 31 Brain & Brain, Reading

Rogers, William Henry, Mayfield, Sussex, Farmer Dec 14 Sprott & Sons, Mayfield

Rutherford, Eliza Duffin, Curzon st, Mayfair Dec 20 Baker & Nairne, Crosby sq

Schubach, Marx, Sutherland av, Maida Vale, Cigar Importer Jan 14 Coburn, Leadenhall st

Stafford, Rhoda, Clapham Common Dec 24 Fowler, Old Serjeant's inn, Chancery la

Stevens, Thomas, Egham, Surrey Dec 12 Paine & Brettell, Chertsey

Tilsley, Richard, Ferry Barr, Staffs Dec 31 Fallows & Cochrane, Birmingham

Tinkler, Mary, York Dec 28 Dale, York

London Gazette.—Friday, Nov. 22.

Aldred, Aaron, Lowdham, Notts, Farmer Dec 7 Thorpe, Ilkeston

Andrews, Thomas, Edge Hill, Plumstead Dec 31 Twyford, Moorgate st

Barber, Emily Anne, Cambridge March 25 Ginn & Matthew, Cambridge

Beesley, Samuel, Oxford, Boat Proprietor Dec 28 Galpin, Oxford

Carter, William Henry, Bristol, Licensed Victualler Jan 6 Burges & Sloan, Bristol

Chambers, Frederick, Beswick, Manchester, Photographer Dec 11 Cobbett & Co, Manchester

Clarke, Joshua, Minehead, Somerset Dec 16 Incledon & Co, Minehead

Cropper, James, Elergreen, nr Kendal, Westmoreland Dec 31 Bolton & Bolton, Kendal

Davey, Elizabeth, Soeylock, Cornwall Dec 10 Bond & Pearce, Plymouth

Edwards, Joseph, Triangle, nr Halifax Jan 1 Longbotham & Sons, Halifax

Gibson, Alice, Bromley, Kent, Fishmonger Dec 25 Westcott, Strand

Hampson, Thomas, Stockton Heath, Chester Dec 14 Willett, Warrington

Hargrave, Mary, Heaton Mersey, Lancs Jan 1 Wright & Co, Leamington

Heath, Elias, Chesterton, Staffs, Draper Dec 20 T & E Slaney, Newcastle, Staffs

Hurst, Thomas Alfred, Yardley, Worcester Dec 28 Blewitt & Co, Birmingham

Ingham, William, Todmorden Dec 23 Sager & Co, Todmorden

Langford, Eliza, Gowlett rd, East Dulwich Dec 21 Coxwell & Pope, Southampton

Law, James, Greetland, nr Halifax, Woollen Manufacturer Jan 1 Longbotham & Sons, Halifax

LAWRENCE, ALFRED EDWARD AUST, Clifton, Bristol, Doctor Jan 4 Gwynn & Co, Bristol
LEAMAN, HENRY, Liverpool, Licensed Victualler Dec 21 Whitley & Co, Liverpool
LORILLARD, PETER, Springfield, Burlington, New Jersey, U S Dec 7 Downey & Lianell, Conduit st
MOXON, ELIZABETH, Leeds Nov 30 Lister & Turner, Keighley, Yorks
NARBOROUGH, FREDERICK, Sutton Coldfield, Warwick Dec 28 Blewitt & Co, Birmingham
NATHAN, CHARLOTTE, Kilburn Dec 22 Myer, London Wall
NICHOLLS, ALFRED, Timperley, Chester Dec 21 Crofton & Co, Manchester
NIMMO, WILLIAM, Castle Eden, Durham Dec 31 Watson & Co, Stockton on Tees
PAGE, CHARLES REYNOLDS, Sevenoaks Dec 24 Fisher, Lincoln's inn fields
PENTREATH DORCAS SANDYS St Leonards on Sea Dec 28 Galpin, Oxford
PERRY, JOHN FRANCIS, Clifton, Bristol Jan 7 Press & Press Bristol
PHILLIPS, THOMAS, Waunarwydd nr Swansea, Grocer Dec 28 Thomas & Co, Swansea
PRICE, JOHN, Llandrindod, Radnor Nov 20 Vaughan, Builth
RECKNELL, GEORGE, Brockley Dec 21 Foy & Co, New Cross rd
REYNOLDS, JOHN, Redland, Bristol, Iron Merchant Jan 4 Gwynn & Co, Bristol
SAID JOHN, Terrington St John, Norfolk, Farmer Jan 1 Ward, King's Lynn
SCOTTS, JOSEPH HENRY, Holden ter, Pimlico, Cigar Merchant Dec 31 Collins & Collins, King William st, London Bridge
SPEDDING, CARLISLE HARRINGTON, Egremont, Cumberland Dec 31 Quayle & Ouvry, Arundel st
STEELE, ISAAC, Oldham Dec 14 J R & L G Harries-Jones, Oldham
STOCK, AMELIA, Halifax Jan 1 Longbotham & Sons, Halifax
THOMPSON, WILLIAM, King's Lynn, Norfolk, Timber Merchant Jan 1 Ward, King's Lynn
WALKER JOHN, Kingston upon Hull, Cooper Dec 31 Jackson & Co, Hull
WARD, WILLIAM MERSE, Handsworth Dec 31 Pointon, Birmingham
WAY, EDWARD, Ilfracombe Dec 21 Buckell, Newport, I W
WICKHAM, Rev LATHAM, MA, Newport Pagnell, Bucks Jan 1 F I & J C Warner, Winchester
WOLSTENHOLME, MARY, Rochdale Dec 27 Standring & Co, Rochdale

London Gazette.—TUESDAY, Nov. 26.

ADAMS, GEORGE HENRY, Mold, Kent Dec 24 Simon, Mold
ALLAN, JOSHUA, Borough rd, Southwark Dec 23 Bruce & Co, Church ct, Old Jewry
BARNES, JOSEPH Whaley Bridge, Chester Jan 7 Tallent-Bateman & Thwaites, Manchester
BONE, HENRY WILLBLOOD, Fulham, Sanitary Engineer Dec 30 Bore, Finsbury pvmnt
BOTTOMLEY, THOMAS, Halifax Dec 16 Dey, Halifax
BURLETSON, MARTHA, Southend on Sea Jan 10 W & F Gregson, Southend on Sea
COOKE, HENRY, Cobham, Surrey, Grocer Dec 28 White, Guildford
CROSSLAND, ELI, Thurgoland, nr Sheffield Dec 19 Laycock & skinner, Sheffield
CUTTS, Rev EDWARD LEWES, DD, Haverstock hill Jan 4 Gibbon & Moore, Gt James st, Bedford row
DAVIS, CHARLES SOLOMON, Grosvenor rd, Canonbury Dec 20 Jones & Hamp, High Holborn
DAWSON, WILLIAM, Huddersfield Dec 31 Owen & Bailey, Huddersfield
DELL, THOMAS HENRY, Kidderminster, Builder Dec 27 Talbot, Kidderminster
DITTMAR, Captain MORTIMER, Carlisle mans, Victoria st Dec 22 Trower & Co, New sq, Lincoln's inn
DURRANT, WILLIAM, Dartford, Builder Dec 27 Copland, Sheerness
EGGHEN, HENDRIK VAN, and CATHARINA SUSANNA BIERMAN VAN EGGHEN, Amsterdam, Holland Dec 2 Dunn, Draper's gdns
EUNSON, JOHN, Northampton, Civil Engineer Dec 31 Phipps & Ray, Northampton
FREEMAN, THOMAS, Cuckney, Notts Dec 20 Alcock, Mansfield
HASTILOW, ELIZA, Sutton Coldfield, Warwick Dec 28 Evans, Walsall
HAWKES, SARAH, Derby Dec 23 Cooke, Derby
HILDYARD, RICHARD, Warsop, Notts Dec 20 Alcock, Mansfield
HODGSON, JOHN ALFRED, Bolton Dec 28 Freeman, Bradford
HOLST, ADOLPHUS VON, Cheltenham, Professor of Music Dec 21 Russell, Cheltenham
JAQUES, JOHN, Kingston on Hull Jan 15 Davis, Hull
KERSHAW, JOHN CLAUGHTON, Calverley, Yorks, Grocer Dec 27 C J & A E Newstead & Co, Otley
LEAR, JAMES GODDARD, West Kirby, Chester Dec 31 Whitley & Co Nantwich
LEATHART, WILLIAM BELL SCOTT, Gateshead, Mining Engineer Dec 30 Mather & Dickinson, Newcastle upon Tyne
LEGH, HENRY, Ellesmere, Salop Dec 24 Giles, Ellesmere
LEIGH, HENRY HARINGTON, East Molesey, Surrey Jan 1 Langton, Paper bldgs, Temple
MACKENZIE, AGNES, Tunbridge Wells Dec 21 Andrew & Cheale, Tunbridge Wells
MARRIOTT, JULIA MARY KATHARINE, Pitsford, Northampton Jan 31 Pearsoe, Birmingham
MASON, SAMUEL, jun, Manchester Dec 25 Robinson & Co, Manchester
MERCER, JOHN, Manchester Dec 31 Innes, Manchester
MERRIOTT, FREDERICK MOSE, Kennington rd, Lambeth Jan 1 Hollest & Co, Farnham
METCALFE, PERONNE ADELAIDE, Southampton Dec 22 Walls & Stallard, Old Jewry
NOSSITER, CHARLES JAMES, Nuneaton, Auctioneer's Clerk Dec 24 Chinn, Birmingham
PARKER, CHARLES, Derby Dec 23 Cooke, Derby
PARTINGTON, ELEANORA FRANCES Bayswater Jan 12 Trower & Co, New sq, Lincoln's inn
RANGELEY, BERTHA WARRINGTON Blackpool Jan 1 Weston & Co, Manchester
RAYNER, EDWARD, Burrell st, Blackfriars rd, Greengrocer Dec 23 Green, Bush ln, Cannon st
RICHARDSON, GEORGE, Levenshulme, Lancs, Solicitor Jan 4 Addleshaw & Co, Manchester
ROBINS, Rev JOSEPH BENNETT, Rampton, Oxford Jan 1 Tolhurst & Co, Gravesend
SIMPSON, RALPH, Cotherstone, Yorks Dec 30 Heslop, Barnard Castle
SMITH, MARY, Atherton, Lancs Dec 22 Hope & Garstang, Wigan
STEARN, ANN, Ipswich Dec 23 Josselyn & Sons, Ipswich
STEPHENSON, Rev JOSEPH HENRY, Lympsham, Somerset Dec 31 Smith & Sons, Weston super Mare
STUBBS, SARAH Bristol, Boot Dealer Dec 21 Mosely, Bristol
TATTERSALL, JOHN WILSON, Preston, Licensed Victualler Dec 24 Taylor & Son, Preston
TINGLE, HARRIETT, Sheffield Dec 27 Rodgers & Co, Sheffield
TONKS, SARAH, Birmingham Dec 28 Newey & Son, Birmingham
TRAFFORD, JOHN, Wakefield, Yeoman Dec 31 Freer & Co, Brigg
TRIMNELL, HANNAH, Devizes, Wilts Jan 31 Radcliffe, Devizes
TURTON, ANN, Heaton Chapel, Lancs Dec 21 Pennington, Hyde
WARNEFORD, CHARLES FRANCIS, Paignton Devon Dec 26 Kitsons & Co, Torquay
WILKINSON, THOMAS, Gt Strickland, Westmorland, Farmer Dec 24 Armison & Co, Penrith
WILLIAMS, SELINA MARY, Hyde Park st Dec 31 Bloxham & Co, Lincoln's inn fields

BANKRUPTCY NOTICES.

London Gazette.—FRIDAY, Dec. 6.

RECEIVING ORDERS.

BARNES, WILLIAM JAMES, Southampton, Cabinet Maker Southampton Pet Dec 3 Ord Dec 3
BATTAMS & HUTCHINSON, Ealing, Solicitors Brentford Pet Oct 29 Ord Nov 30
BRACHER, SAM ROBERT, Kingston upon Hull, Draper Kingston upon Hull Pet Nov 23 Ord Dec 4
BURRY, WILLIAM DEVENPORT, Buckland St Mary, Somerset, Farmer Taunton Pet Dec 4 Ord Dec 4
BURRIN, RICHARD NOEL, Kensington High Court Pet Oct 9 Ord Dec 2
BURRILL, GEORGE, Barrow on Humber, Jobbing Gardener Gt Grimsby Pet Dec 3 Ord Dec 3
BRAMWALL, ALFRED CHARLES, Lancaster, Wholesale Confectioner Preston Pet Dec 3 Ord Dec 3
BRENNAN, EDWARD, Croydon Croydon Pet Nov 29 Ord Nov 29
CHARLESWORTH, JOB, H M Prison, Ruthin, Denbigh, Painter Bangor Pet Nov 30
CHERRY, CHARLES, Leicester Leicester Pet Dec 2 Ord Dec 2
CLARK, FRANCIS HENRY, and WALTER WILLIAM BIDLEY, Kingston upon Hull, Beer Bottlers Kingston upon Hull Pet Nov 20 Ord Dec 2
COOPER, CHARLES BENJAMIN, Finsbury Park, Grocer High Court Pet Nov 9 Ord Dec 3
COX, JAMES, Swindon, Wilts, Milk Contractor Swindon Pet Dec 3 Ord Dec 3
CROSBY, JOHN FAWCETT, Kingston upon Hull Kingston upon Hull Pet Dec 4 Ord Dec 4
DAVIS, ERNEST WALTER, Swindon, Wilts, Blacksmith Swindon Pet Dec 3 Ord Dec 3
DOWSIR, JOHN LESSELS, Ormskirk, Cycle Maker Liverpool Pet Dec 4 Ord Dec 4
ELFORD, JOSEPH CHARLES, Bournemouth, Grocer Poole Pet Dec 3 Ord Dec 3
FINES WILLIAM JAMES, New Brompton, Kent, Butcher Rochester Pet Dec 4 Ord Dec 4
FRANKS, MOSES, Cheetham, Manchester, Cap Manufacturer Manchester Pet Dec 4 Ord Dec 4
GIBBS, REGINALD AUBREY, Wednesbury, Baker Walsall Pet Nov 22 Ord Nov 29
GIBSON, HENRY FOSTER, Stockbridge, Hants, Farmer Southampton Pet Dec 4 Ord Dec 4
GRIFFITHS, FREDERICK, Tallistown, Cwm, Mon, Ironmonger Tredegar Pet Dec 4 Ord Dec 4
HEAP, EZRA, Haworth, Yorks, Innkeeper Bradford Pet Dec 3 Ord Dec 3
HESKETH, HARRY, St Anne's on the Sea, Lancs, Journalist Preston Pet Dec 2 Ord Dec 2
HOPKINS, WALTER JOHN BROWN, Southsea, Hants, Baker Portsmouth Pet Dec 2 Ord Dec 2
HOWORTH, WILLIAM, Blackpool, Grocer Preston Pet Dec 2 Ord Dec 2
JONES, JOSEPH, Bagillt, Flint, Farmer Chester Pet Dec 3 Ord Dec 3
KAY, JOHN, Accrington, Flagger Blackburn Pet Dec 2 Ord Dec 2
KENYON, LEMUEL, Newport Pagnell, Bucks, Draper Northampton Pet Oct 26 Ord Nov 30
LACY, THOMAS, Liverpool, Baker Liverpool Pet Nov 21 Ord Dec 3
MCCOWAN, FLORENCE L, Elm Park mans High Court Pet Nov 11 Ord Dec 4
MATTHEWS, RAYMOND ASH, Hornsey High Court Pet Dec 3 Ord Dec 3
MORRIS, S, Fenchurch st High Court Pet Oct 14 Ord Dec 4
NEWTON-MASON, ARTHUR CLAUDE HOWARD, West Bromwich, Chemist West Bromwich Pet Dec 3 Ord Dec 3
O'NEILL, JOHN ALBERT, FRANCIS O'NEILL, ERNEST WILLIE O'NEILL, and HERBERT NUTTALL O'NEILL, Radcliffe, Lancs, Butchers Bolton Pet Dec 4 Ord Dec 4
PADDOCK, THOMAS, Leeds Derby Pet Dec 4 Ord Dec 4
PEASEGOOD, WILLIAM, Crouch End High Court Pet Oct 29 Ord Dec 4
PORTER, HENRY GEORGE, Queen Victoria st, Advertisement Agent High Court Pet Dec 4 Ord Dec 4
RICHARDSON, JAMES FRANCIS, and ROBERT COOK, Manchester, Solicitors Manchester Pet Nov 1 Ord Dec 4
ROGERS, GEORGE, Whittington Moor, nr Chesterfield, Saddler Chesterfield Pet Dec 4 Ord Dec 4
RUDGE, GEORGE HALL, Cheltenham, Builders' Merchant Cheltenham Pet Nov 30 Ord Nov 30
THOMPSON, HERBERT, Leeds, Painter, Leeds Pet Nov 29 Ord Nov 29
THOMSON, JOHN STUART, Carlisle Carlisle Pet Dec 4 Ord Dec 4
TRUSCOTT, RICHARD CRABB, Devonport, Ironmonger Plymouth Pet Dec 2 Ord Dec 2
WALKER, JOHN WILLIAM, Gt Grimsby, Draper Gt Grimsby Pet Dec 2 Ord Dec 2
WELLS, JOSEPH WILLIAM, Bedminster, Bristol, Tailor Bristol Pet Nov 27 Ord Dec 2
WILLIAMS, THOMAS DEAKIN, Llscard, Cheshire, Builders' Merchant Bangor Pet Nov 18 Ord Dec 3

FIRST MEETINGS.

ACRES, THOMAS, Minting, Linc, Breeder of Racehorses Dec 17 at 12 Off Rec, 31, Silver st, Lincoln
BANGAY, RICHARD, Norwich, Cabinet Maker Dec 13 at 12 30 Off Rec, 8, King st, Norwich
BARNES, WILLIAM JAMES, Southampton, Cabinet Maker Dec 17 at 3.30 Off Rec, 172, High st, Southampton
BIRKIN, RICHARD NOEL, West Kensington mansions Dec 17 at 12 Bankruptcy bldgs, Carey st
BROOMHEAD, HENRY, Sheffield, Sub-Librarian Dec 13 at 12 Off Rec, Figtree ln, Sheffield
COOPER, CHARLES BENJAMIN, Finsbury Park, Grocer Dec 13 at 11 Bankruptcy bldgs, Carey st
DAVIES, HUGH, Morriston, Swansea, Commission Agent Dec 13 at 2.30 Off Rec, 31, Alexandra rd, Swansea
DIX, WILLIAM, Cardiff, Builder Dec 18 at 12 117, St Mary st, Cardiff
DUFFY, ALEXANDER RHODES, Carlisle, Clothier Dec 16 at 3 Off Rec, 34, Fisher st, Carlisle
EOTS, HEINRICH EDWARD, Cleethorpes, Fish Merchant Dec 18 at 11 Off Rec, 15, Osborne st, Gt Grimsby
FRANK, MAX, Australian av Dec 16 at 2.30 Bankruptcy bldgs, Carey st
GIBSON, HENRY FOSTER, Stockbridge, Hants, Farmer Dec 17 at 3 Off Rec, 172, High st, Southampton
GREY, ARTHUR, Uxbridge, Mineral Water Manufacturer Dec 17 at 3 95, Temple chmbrs, Temple av
GROVE, JOHN, Cardiff, Earthenware Hawker Dec 18 at 11 117, St Mary st, Cardiff
HARTNELL, SEPTIMUS, Upton Noble, nr Frome, Somerset, Journeyman Butcher Dec 13 at 12.45 Off Rec, City chmbrs, Salisbury
HAWTHORN, BROS & Co, Gt Tower st, Shipbrokers Dec 17 at 2 30 Bankruptcy bldgs, Carey st
HOPKINS, WALTER JOHN BROWN, courtesea, Baker Dec 17 at 3 Off Rec, Cambridge junc, High st, Portsmouth
HYMERS, EMERSON, Alston, Cumberland, Farmer Dec 16 at 3.30 Off Rec, 34, Fisher st, Carlisle
JONES, ABRAHAM, Abercynon, Glam, Collier Dec 13 at 3 135, High st, Merthyr Tydfil
LARTER, WILLIAM ROBERT, Norfolk, Fish Dealer Dec 13 at 12 Off Rec, 8, King st, Norwich
MAYALL, ROBERT and WILLIAM WILD, Manchester, Glycerine Merchants Dec 13 at 2.30 Off Rec, Byrom st, Manchester
NEWTON, RICHARD MARTLAND, Burton, Horse Hair Merchant Dec 13 at 3 Off Rec, Byrom st, Manchester
OSBORNE, CHARLES, Blaengwynfi, nr Bridgend, Labourer Dec 18 at 11.30 117, St Mary st, Cardiff
POOLE, THOMAS, Fleetwood, Lancs, Clerk Dec 13 at 2.30 Off Rec, 14, Chapel st, Preston
RAWLINSON, HERBERT CHARLES, East Ardsley, Yorks, Painter Dec 18 at 11 Off Rec, 6, Bond ter, Wakefield
READWIN, HANNAH MARIA, Faksenham, Norfolk Dec 18 at 1 Off Rec, 8, King st Norwich
RUNSWICK, WILLIAM FREDERICK, Falmouth, Insurance Agent Dec 16 at 12 Off Rec, Boscawen st, Truro
SAMUEL, WILLIAM JAMES, Pontypridd, Grocer Dec 13 at 12 135, High st, Merthyr Tydfil
SCHOFIELD, RUTH, Rawmarsh, nr Rotherham, Draper Dec 13 at 12 30 Off Rec, Figtree ln, Sheffield
SECHIARI, PANDELY, Bishopsgate st, Merchant Dec 18 at 11 Bankruptcy bldgs, Carey st
SELLENS, ALEXANDER ALFRED, Brightlingsea, Essex, Draper Dec 20 at 11 Cups Hotel, Colchester
THOMPSON, HERBERT, Leeds, Painter Dec 13 at 11 Off Rec, 22 Park row, Leeds
VANSTONE, DOUGLAS HENRY, Penarth, Tobacconist Dec 18 at 3 117, St Mary st, Cardiff
VINCENT, SAMUEL FRANCIS, Gt Yarmouth, Cabdriver Dec 14 at 1 Off Rec, 8, King st, Norwich
WELLSTEED, GEORGE JOHN, Southsea, Watchmaker Dec 13 at 12.30 Chamber of Commerce, 145, Cheapside
WILKES, MOSES, Middlesbrough, Clothier Dec 17 at 1.5 Queen Hotel, Leeds
WOOSTER, WILLIAM, Southall, Chemist Dec 13 at 3 95, Temple chmbrs, Temple av

ADJUDICATIONS.

BARNES, WILLIAM JAMES, Southampton, Cabinet Maker Southampton Pet Dec 3 Ord Dec 3
BEARSON, AARON, Liverpool, Tobacconist Liverpool Pet Nov 28 Ord Dec 3
BERRY, WILLIAM DEVENPORT, Buckland St Mary, Somerset, Farmer Taunton Pet Dec 4 Ord Dec 4
BURRILL, GEORGE, Barrow on Humber, Jobbing Gardener Gt Grimsby Pet Dec 3 Ord Dec 3
BOWMAN, FREDERICK, Walthamstow, Grocer High Court Pet Nov 19 Ord Nov 19

BRAMHALL, ALFRED CHARLES, Lancaster, Wholesale Confectioner Preston Pet Dec 3 Ord Dec 3
CHARLESWORTH, JOB, H M Prison, Ruthin, Denbigh, Painter Bangor Pet Nov 30 Ord Nov 30
CHERRY, CHARLES, Leicester Leicester Pet Dec 2 Ord Dec 2
CLARKE, ARTHUR EDWARD, Stafford, Surgeon Stafford Pet Nov 1 Ord Dec 3
COE, WILLIAM EDWARD, Handsworth, Dental Surgeon Birmingham Pet Nov 28 Ord Dec 2
COX, JAMES, Swindon, Wilts, Milk Contractor Swindon Pet Dec 3 Ord Dec 3
CROSBY, JOHN FAWCETT, Kingston on Hull Kingston on Hull Pet Dec 4 Ord Dec 4
DAVIS, ERNEST WALTER, Swindon, Wilts, Blacksmith Swindon Pet Dec 3 Ord Dec 3
ELFORD, JOSEPH CHARLES, Bournemouth, Grocer Poole Pet Dec 3 Ord Dec 3
FINNES, WILLIAM JAMES, New Brompton, Kent, Butcher Rochester Pet Dec 4 Ord Dec 4
FRANKS, MOSES, Cheetham, Manchester, Cap Manufacturer Manchester Pet Dec 4 Ord Dec 4
GOSLING, ALFRED JOSEPH WILLIAM CAMERON Palmerston bldgs High Court Pet Oct 11 Ord Dec 2
GOUT, JOHN EDWIN, Baston, Lincs, Farmer and Butcher Peterborough Pet Nov 21 Ord Dec 2
HARTLEY, ROBERT, Liverpool, Auctioneer Liverpool Pet Nov 7 Ord Dec 4
HURWORTH, WILLIAM, Blackpool, Grocer Preston Pet Dec 2 Ord Dec 2
HENSHALL, HARRY, St Anne's on the Sea, Journalist Preston Pet Dec 2 Ord Dec 2
HOPKINS, WALTER JOHN BROWN, Southsea, Hants, Baker Portsmouth Pet Dec 2 Ord Dec 2
HARVETT, MARTIN CONSTANTIN, Cannon st High Court Pet Jan 30 Ord Nov 30
HEAP, EZRA, Haworth, Yorks, Innkeeper Bradford Pet Dec 3 Ord Dec 3
HULLS, JOHN HOPKINSON, Shoreditch, Furniture Manufacturer High Court Pet Nov 28 Ord Dec 2
JONES, JOSEPH, Bagillt, Flint, Farmer Chester Pet Dec 3 Ord Dec 3
KAY, JOHN, Accrington, Flagger Blackburn Pet Dec 2 Ord Dec 2
LACY, THOMAS, Liverpool, Baker Liverpool Pet Nov 21 Ord Dec 4
LAZARNICK, JONAH, S Hackney, Corn Dealer High Court Pet Nov 6 Ord Dec 2
MILLAR, FREDERICK JOHN Moss, High Holborn, Laundry Agent High Court Pet Oct 4 Ord Dec 2
NEWTON-MASON, ARTHUR CLAUDE HOWARD, West Bromwich, Chemist West Bromwich Pet Dec 3 Ord Dec 3
O'NEILL, JOHN ALBERT, FRANCIS O'NEILL, ERNEST WILLIE O'NEILL, and HERBERT NUTTALL O'NEILL, Radcliffe, Lancs, Butchers Bolton Pet Dec 4 Ord Dec 4
PADDOCK, THOMAS Ilkeston Derby Pet Dec 4 Ord Dec 4
PORTER, HENRY GEORGE, Queen Victoria st, Advertisement Agent High Court Pet Dec 4 Ord Dec 4
ROGERS, GEORGE, Whittington Moor, nr Chesterfield, Saddler Chesterfield Pet Dec 4 Ord Dec 4
RUDGE, GEORGE HALL, Cheltenham, Builders' Merchant Cheltenham Pet Nov 30 Ord Nov 30
SMITH, GEORGE GERALD, Belvedere, Kent, Builder Rochester Pet Oct 25 Ord Dec 4
THOMPSON, HERBERT, Leeds, Painter Leeds Pet Nov 29 Ord Nov 29
THOMSON, JOHN STUART, Carlisle Carlisle Pet Dec 4 Ord Dec 4
TRUSCOTT, RICHARD CRABB, Devonport, Ironmonger Plymouth Pet Dec 2 Ord Dec 2
WALKER, JOHN WILLIAM Gt Grimsby, Draper Gt Grimsby Pet Dec 2 Ord Dec 2
WOOSTER, WILLIAM, Southall, Chemist Windsor Pet Nov 28 Ord Dec 3

Amended notice substituted for that published in the London Gazette of Nov 26:

TYLER, ROBERT ALFRED, Worcester, Hop Merchant Worcester Ord Nov 23

Amended notice substituted for that published in the London Gazette of Dec 3:

LARTER, WILLIAM ROBERT, Norfolk, Fish Dealer Norwich Pet Nov 29 Ord Nov 29

London Gazette.—TUESDAY, Dec. 10.

RECEIVING ORDERS.

ANKERSON, B, & SONS, Sandhurst, Berks, Family Butchers Reading Pet Nov 21 Ord Dec 6
BATES, EDWARD, Manchester Manchester Pet Oct 18 Ord Dec 6
BEYFUS, JULIUS, South st, Finsbury, Manufacturer's Agent High Court Pet Dec 5 Ord Dec 5
BOLLAND, WOLFE, West Hartlepool, Tailor Sunderland Pet Dec 4 Ord Dec 4
BRAMLEY, JOHN, Starbeck, Yorks York Pet Dec 6 Ord Dec 6
BREARLEY, WILLIAM, Batley, Innkeeper Dewsbury Pet Dec 7 Ord Dec 7
DOBSON, WILLIAM WILLIAMS, Pwllheli, Carnarvon, Grocer Portmadoc Pet Dec 5 Ord Dec 5
EARNSHAW, S, Sheffield, Builder Sheffield Pet Oct 15 Ord Dec 5
FRASER, JOHN, Laurence Pountney hill, Merchant High Court Pet May 8 Ord Dec 6
FROST, ALFRED, Fakenham, Norfolk, Grocer Norwich Pet Dec 7 Ord Dec 7
GUNDRY, HENRY JOHN, Shirley, Southampton, Baker Southampton Pet Dec 7 Ord Dec 7
HALL, GEORGE, Bredbury, Cheshire, Saddler Stockport Pet Dec 6 Ord Dec 6
HARRIS, EDWIN, Bedminster, Bristol, Builder Bristol Pet Dec 5 Ord Dec 5
HATFIELD, JAMES MARTIN, Putney, Architect Wandsworth Pet Nov 23 Ord Dec 6
HOLMAN, HENRY LEE, Cowes, I of W, Tailor Newport Pet Dec 4 Ord Dec 4
HOPE, JOHN, Morecambe, Draper Preston Pet Nov 21 Ord Dec 6
JONES, G N, Bucklersbury, Secretary of Companies High Court Pet Oct 18 Ord Dec 6
JONES WILLIAM, Bodorgan, Anglesey, Coal Merchant Bangor Pet Nov 21 Ord Dec 6
KENNARD, WILLIAM HENRI, Bradford, Estate Agent Bradford Pet Dec 4 Ord Dec 4
KING, CHARLES, Closebury Mortimer, Salop, Auctioneer Kidderminster Pet Dec 5 Ord Dec 5
LANGFORD, HENRY MARCHANT, Exmouth, Umbrella Maker Exeter Pet Dec 4 Ord Dec 4
LASHBROOKE, LOUISA, Liverpool, Pork Butcher Liverpool Pet Dec 5 Ord Dec 5
LINK, JOHN WALDO, Northumberland av, Company Promoter High Court Pet April 27 Ord Dec 4
MAURICE, WILLIAM BISSETT, Reading Reading Pet Nov 21 Ord Dec 6
MITSON, WILLIAM, Leytonstone, Milk Dealer High Court Pet Dec 7 Ord Dec 7
NASH, JOSEPH WILLIAM, Gainsborough, Clerk Lincoln Pet Dec 5 Ord Dec 5
NOBLE, THOMAS HENRY, Hethersett Norfolk, Journeyman Coachbuilder Norwich Pet Dec 6 Ord Dec 6
PALLISER, JOHN, Bradford, Fruit Salesman Bradford Pet Dec 6 Ord Dec 6
PERCIVAL, CHARLES ALBERT, Swinton, Iron Worker Salford Pet Nov 23 Ord Dec 5
RADFORD, WALTER, Cambridge, Cattle Dealer Cambridge Pet Dec 6 Ord Dec 6
RILEY, FRANK, Leicester, Clothier Leicester Pet Dec 5 Ord Dec 5
ROGERS, AARON EDWARD, Hafod, Swansea, Confectioner Swansea Pet Dec 5 Ord Dec 5
SCHULTZ, WOLF, Kingston upon Hull, Grocer Kingston upon Hull Pet Dec 5 Ord Dec 5
SEABORNE, GEORGE, Hengoed, Glam, Colliery Proprietor Merthyr Tydfil Pet Nov 22 Ord Dec 6
STOKVIS, AMELIA, Brixton High Court Pet Oct 29 Ord Dec 5
TAYLOR, JOHN, and TOM GARDINER, Birmingham, Hardware Merchants Birmingham Pet Nov 7 Ord Dec 6
WALKER, THOMAS, Whitstable, Corn Merchant Canterbury Pet Dec 5 Ord Dec 5
WINTHROP, SENHOUSE MARTINDALE, Brampton, Cumberland, Innkeeper Carlisle Pet Dec 7 Ord Dec 7

Amended notice substituted for that published in the London Gazette of Dec 6:

CHARLESWORTH, JOB, H M Prison, Ruthin, Denbigh, Painter Bangor Pet Nov 30 Ord Nov 30

FIRST MEETINGS.

BEARSON, AARON, Liverpool, Tobacconist Dec 18 at 3 Off Rec, 35, Victoria st, Liverpool
BEYFUS, JULIUS, South st, Finsbury, Manufacturers' Agent Dec 20 at 12 Bankruptcy bldgs, Carey st
BRENNAN, EDWARD, Croydon, Butcher Dec 17 at 12.30 24, Railway app, London Bridge
CHARLESWORTH, JOB, H M Prison, Ruthin, Denbigh, Painter Dec 19 at 11.30 Crypt chmbrs, Eastgate row, Chester
CHERRY, CHARLES, Leicester, General Dealer Dec 17 at 12.30 Off Rec, 1, Berridge st, Leicester
COE, WILLIAM EDWARD, Handsworth, Dental Surgeon Dec 18 at 11 174, Corporation st, Birmingham
CORBY, JOHN, Plymouth, Labourer Dec 18 at 11 Off Rec, 6, Athenæum ter, Plymouth
CROSBY, JOHN FAWCETT, Kingston upon Hull Dec 17 at 11 Off Rec, Trinity House ln, Hull
DALE, FRANK, Liverpool, Hay Dealer Dec 18 at 12 Off Rec, 35, Victoria st, Liverpool
DAVIES, NAASSON, Loughor, Glam, Draper Dec 21 at 12 Off Rec, 4, Queen st, Carmarthen
FINNES, WILLIAM JAMES, New Brompton, Kent, Butcher Dec 30 at 12 115, High st Rochester
FRASER, JOHN, Suffolk House, Laurence Pountney hill, Merchant Dec 19 at 2.30 Bankruptcy bldgs, Carey st
GOUT, JOHN EDWIN, Baston, Lincoln, Farmer Dec 20 at 11.30 Law Courts, Peterborough
HARRIS, EDWIN, Bedminster, Bristol, Builder Dec 18 at 11.15 Off Rec, 26 Baldwin st, Bristol
HEAP, EZRA, Haworth, Yorks, Innkeeper Dec 17 at 11 Off Rec 31, Manor row, Bradford
HIAM, WILLIAM JOHN, Stoke Newington, Accountant Dec 20 at 2.30 Bankruptcy bldgs, Carey st
HOLMAN, HENRY LEE, Cowes, I of W, Tailor Dec 21 at 3 19, Quay st, Newport, I of W
JAMES, FREDERICK, Wells, Somerset, Baker Dec 18 at 11.45 Off Rec 26, Baldwin st, Bristol
JONES, JOSEPH, Bagillt, Flint, Farmer Dec 19 at 12 Crypt chmbrs, Eastgate row, Chester
KENNARD, WILLIAM HENRI, Bradford, Estate Agent Dec 18 at 11 Off Rec, 31, Manor row, Bradford
KENTISH, LEMUEL, Newport Pagnell, Bucks, Draper Dec 17 at 12 Off Rec, Bridge st, Northampton
KINGSTON, JONAS, Orpington, Kent Fruit Grower Dec 19 at 11.30 24 Railway app, London Bridge
LANGFORD, HENRY MARCHANT, Exmouth, Umbrella Maker Dec 19 at 10.30 Off Rec, 13, Bedford circus, Exeter
MARTIN, HENRY THOMAS, Stratford, Body Maker Dec 20 at 11 Bankruptcy bldgs, Carey st
MEYERS, CHARLES, Hoylake, Chester, Grocer Dec 18 at 12.30 Off Rec, 35, Victoria st, Liverpool
NASH, JOSEPH WILLIAM, Gainsborough, Engineer's Clerk Dec 17 at 12.30 Off Rec, 31, Silver st, Lincoln
NOBLE, THOMAS HENRY, Hethersett Norfolk, Journeyman Coachbuilder Dec 17 at 12 Off Rec, 8, King st, Norwich
O'NEILL, JOHN ALBERT, FRANCIS O'NEILL, ERNEST WILLIE O'NEILL, and HERBERT NUTTALL O'NEILL, Radcliffe, Lancs, Butchers Dec 18 at 11 Off Rec, 19, Exchange st, Bolton
OWEN, OWEN WILLIAM, Liverpool, Tea Merchant Dec 18 at 2 Off Rec, 35, Victoria st, Liverpool
PINNICK, ALFRED, Moorgate st, Hosier Dec 19 at 12 Bankruptcy bldgs, Carey st
ROGERS, EDWARD BEAUCHAMP, and HENRY NORMAN EVERARD ROGERS, Mincing ln, Colonial Brokers Dec 21 at 12 Bankruptcy bldgs, Carey st
SHORT, JOHN ARTHUR, and SYDNEY CHARLETON REED, Bristol, Wall Paper Merchants Dec 18 at 3 Off Rec, 26, Baldwin st, Bristol
SPENCER, ELIZABETH, Abergavenny Dec 17 at 3 136, High st, Merthyr Tydfil
STRONG, WILLIAM, Nechells Birmingham, Builder Dec 19 at 11 174, Corporation st, Birmingham
THOMAS, WILLIAM OWEN, Penmaenmawr, Carnarvon, Lodging House Keeper Dec 18 at 12.15 Ship Hotel, Bangor
TOMLINSON, HARVEY, Abbots Bromley, Staffs, Farmer Dec 17 at 3.15 White Hart Hotel, Uttoxeter
TRUSCOTT, RICHARD CRABB, Devonport, Ironmonger Dec 19 at 11 Off Rec, 6, Athenæum ter, Plymouth
WAKE, WILLIAM SOBERT, Twickenham, Undertaker Dec 18 at 12 9a, Temple chmbrs, Temple av
WELLS, JOSEPH WILLIAM, Bedminster, Bristol, Tailor Dec 18 at 12.30 Off Rec, 26, Baldwin st Bristol
WILLIAMS, THOMAS DEAKIN Rhyl, Flints, Builders' Merchant Dec 19 at 12.30 Crypt chmbrs, Eastgate row, Chester

Amended notice substituted for that published in the London Gazette of Dec 6:

VINCENT, SAMUEL FRANCIS, Gt Yarmouth, Cabdriver Dec 14 at 1 Off Rec, 8, King st, Norwich

LIMITED COMPANIES.

COLUMBIA KOOTENAY MINING CO, LIMITED, Salisbury House London Wall Dec 19 at 11 33, Carey st
EAST LE ROI MINING CO, LIMITED, Salisbury House London Wall Dec 19 at 11 33, Carey st
RALPH HULL, LIMITED, 10, Durham st, Bishop Auckland, Durham Dec 17 at 3 Talbot Hotel, Bishop Auckland
SOUTH LONDON CYCLE AND ENGINEERING CO, LIMITED, 393a, Norwood rd, Tulse hill Dec 20 at 11.30 33, Carey st
WEST LE ROI MINING CO, LIMITED, Salisbury House, London Wall Dec 19 at 11 33, Carey st

ADJUDICATIONS.

BEYFUS, JULIUS, South st, Finsbury, Manufacturer's Agent High Court Pet Dec 5 Ord Dec 5
BIRTWISTLE, HERBERT, Birmingham, Baker Birmingham Pet Nov 7 Ord Dec 7
BOLLAND, WOLFE, West Hartlepool, Tailor Sunderland Pet Dec 4 Ord Dec 4
BRAMLEY, JOHN, Starbeck, Yorks York Pet Dec 6 Ord Dec 6
BREARLEY, WILLIAM, Batley, Innkeeper Dewsbury Pet Dec 7 Ord Dec 7
BROWN, ALBERT GEORGE, Titchfield, Hants, Baker Portsmouth Pet Nov 19 Ord Dec 4
BURGESS, ROBERT WILLIAM, Walsall, Metal Goods Manufacturer Walsall Pet Oct 29 Ord Dec 4
CARTER, JOSEPH Plymouth, Accountant Plymouth Pet Nov 9 Ord Dec 7
CLARK, FRANCIS HENRY, and WALTER WILLIAM RIDLEY, Kingston on Hull, Beer Bottlers Kingston on Hull Pet Nov 20 Ord Dec 5
CROMPTON, PETER, and WILLIAM JOHN CROMPTON, Plymouth, Pawnbrokers Plymouth Pet Nov 21 Ord Dec 7
FROST, ALFRED, Fakenham, Norfolk, Grocer Norwich Pet Dec 7 Ord Dec 7
GRIFFITHS, FREDERICK, Tallistown Cwm, Ebbw Vale, Mon, Ironmonger Tredegar Pet Dec 4 Ord Dec 7
GUNDRY, HENRY JOHN, Shirley, Southampton, Baker Southampton Pet Dec 7 Ord Dec 7
HALL, GEORGE, Bredbury, Cheshire, Saddler Stockport Pet Dec 6 Ord Dec 6
HARRIS, EDWIN, Bedminster, Bristol, Builder Bristol Pet Dec 5 Ord Dec 5
HOLMAN, HENRY LEE, Cowes, I of W, Tailor Newport and Ryde Pet Dec 4 Ord Dec 4
HOPCROFT, ERNEST DIGBY, King's Heath, Worcester, Insurance Agent Birmingham Pet Nov 27 Ord Dec 7
KENNELL THOMAS MOY, Birmingham, Restaurant Proprietor Birmingham Pet Nov 26 Ord Dec 6
KING CHARLES, Closebury Mortimer, Salop, Auctioneer Kidderminster Pet Dec 5 Ord Dec 5
LANGFORD, HENRY MARCHANT, Exmouth, Umbrella Maker Exeter Pet Dec 4 Ord Dec 4
LASHBROOKE, LOUISA, Liverpool Liverpool Pet Dec 5 Ord Dec 6
MATTHEWS, RAYMOND ASH, Hornsey High Court Pet Dec 3 Ord Dec 7
MITSON, WILLIAM, Leytonstone, Milk Dealer High Court Pet Dec 7 Ord Dec 7
MURSALEEN MURSALEEN CAJA GALON, Featherstone bldgs, Merchant High Court Pet June 13 Ord Dec 4
NASH, JOSEPH WILLIAM, Gainsborough, Engineer's Clerk Lincoln Pet Dec 5 Ord Dec 5
NOBLE, THOMAS HENRY, Hethersett, Norfolk, Journeyman Coachbuilder Norwich Pet Dec 6 Ord Dec 6
O'BRIEN, JAMES, and DANIEL O'BRIEN, Hulme, Manchester, Fruit Preservers Manchester Pet Nov 26 Ord Dec 7
PALLISER JOHN, Bradford, Fruit Salesman Bradford Pet Dec 6 Ord Dec 6
PINNICK, ALFRED, Moorgate st, Hosier High Court Pet Nov 7 Ord Dec 5
RADFORD, WALTER, Cambridge, Cattle Dealer Cambridge Pet Dec 6 Ord Dec 6
RILEY, FRANK, Leicester, Clothier Leicester Pet Dec 5 Ord Dec 5
ROGERS, AARON EDWARD, Hafod, Swansea, Confectioner Swansea Pet Dec 5 Ord Dec 5
SCHULTZ, WOLF, Kingston upon Hull, Grocer Kingston upon Hull Pet Dec 5 Ord Dec 5
SHORT, JOHN ARTHUR, and SYDNEY CHARLTON REED, Wall Paper Merchant Bristol Pet Nov 22 Ord Dec 6
SIMPSON, FREDERICK, Birmingham, General Dealer Birmingham Pet Nov 15 Ord Dec 7
SMITH, CHARLES, Birmingham, Saddlers' Ironmongers Birmingham Pet Nov 8 Ord Dec 5
WALKER, THOMAS, Whitstable, Corn Merchant Canterbury Pet Dec 5 Ord Dec 5
WELLS, JOSEPH WILLIAM, Bedminster, Bristol, Tailor Bristol Pet Nov 27 Ord Dec 7
WHITE, WILLIAM HODGKIN, Church Gresley, Derby, Grocer Burton on Trent Pet Oct 22 Ord Dec 7
WILLIAMS, THOMAS DEAKIN, Liscard, Cheshire, Builder's Merchant Bangor Pet Nov 18 Ord Dec 5
WINTHROP, SENHOUSE MARTINDALE, Brampton, Cumberland, Innkeeper Carlisle Pet Dec 7 Ord Dec 7